



CALL NO. 101

CONTRACT ID. 111313

JEFFERSON COUNTY

FED/STATE PROJECT NUMBER HPP 0163 (032)

**DESCRIPTION PARKLANDS OF FLOYDS FORK (PRJ2A) AT BECKLEY CREEK
PARK-NORTH**

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE (SEE SPECIAL NOTES)

LETTING DATE: April 22, 2011

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME April 22, 2011. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD AND BRIDGE PLANS

DBE CERTIFICATION REQUIRED - 5%

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.

TABLE OF CONTENTS

PART I	SCOPE OF WORK - PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES - CONTRACT NOTES - FEDERAL CONTRACT NOTES - WASTE AND BORROWED SITES - RIGHT OF WAY NOTES - UTILITY CLEARANCE - SPECIFICATIONS
PART II	SPECIFICATIONS AND STANDARD DRAWINGS - SPECIFICATIONS REFERENCE - SUPPLEMENTAL SPECIFICATIONS
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS - NONDISCRIMINATION OF EMPLOYEES - EXECUTIVE BRANCH CODE OF ETHICS - PROJECT WAGE RATES - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO
PART IV	BID ITEMS

PART I

SCOPE OF WORK

CONTRACT ID - 111313

ADMINISTRATIVE DISTRICT - 05

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - JEFFERSONPCN - DE056PARK1113

HPP 0163 (032)

PARKLANDS OF FLOYDS FORK (PRJ2A) AT BECKLEY CREEK PARK-NORTH LOCATED S. OF THE
SHELBYVILLE RD (US 60) ALONG FLOYDS FORK AND THE BLUE HERON ROAD AREA EXTENDING JUST
SOUTH OF I-64. GRADE & DRAIN WITH ASPHALT SURFACE. SYP NO. 05-00393.03.
GEOGRAPHIC COORDINATES LATITUDE 38^22'16" LONGITUDE 85^47'40"

COMPLETION DATE(S):
SEE SPECIAL NOTES
-

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

The Bidder must download the bid file located on the Bid Express website (www.bidx.com) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

JOINT VENTURE BIDDING

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

07/01/2010

FEDERAL CONTRACT NOTES

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

FHWA 1273

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) Projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee’s SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Kentucky Transportation Cabinet ("the Cabinet") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

OBLIGATION OF CONTRACTORS

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE READ PUBLICLY. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of ____ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

The certification statement is located in the printed bid packet. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

1. Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2. Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows;
 - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel,

facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;

- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/construction/forms/DBEcheck.xls>

Photocopied payments and completed form to be submitted to:

Office of Civil Rights and Small Business Development

6th Floor West

200 Mero Street

Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

03/24/2011

**Kentucky Transportation Cabinet
General DBE Participation Plan***

Prime Contractor	_____
DBE Company Name	_____
Address	_____
City, State, Zip	_____
Federal Tax ID	_____

Type of DBE Work: (all applicable)	Supplier	Subcontractor	Manufacturer	Engineering	Other

Itemized worked to be performed by DBE Company:

[illegible]

***Note: 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment

Total This DBE	
Total Bid	
% Credited toward Goal, this DBE	

Prime Contractor's Signature: _____ Title: _____ Date: _____

DBE Participant Signature: _____ Title: _____ Date: _____

***This form must be completed for each DBE participant**

KYTC
DBE Payments

updated 2/28/08

Prime Contractor		Cont-ID	
DBE Contractor		CHECK #	
PAYMENT DATE		Amount of Payment	
Use the section below to show multiple payments using the same check			
Cont-ID	Amount	Cont-ID	Amount

Comments:

attach copy of check here

Mail to:
Office of Civil Rights and Small Business Development
200 Mero Street
6th Floor West TCOB
Frankfort, KY 40622

to be Submitted within 7 days of receipt of payment from KYTC

SPECIAL PROVISION FOR WASTE AND BORROW SITES

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

01/01/2009

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded

☒ Original

☐ State Funded

☐ Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: January 6, 2011

Project Name: Parklands of Floyds Fork - 2A

Letting Date: _____

Project #: KIPDA 1415

County: JEFFERSON

Item #: 05-393.02 (See Attached Exhibit A)

Federal #: _____

Description of Project: This ROW is only for the Beckley Creek Park North section of the Parklands Floyds Fork.
Project starts at Shelbyville Road & blue Heron Road and ends 200' south of Floyds Fork creek

Projects that require NO new or additional right-of-way acquisitions and/or relocations

- ☐ The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals, families, and businesses ("relocatees") to be relocated, or improvements to be removed as a part of this project.

Projects that require new or additional right-of-way acquisitions and/or relocations

- ☒ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)

☒ **Condition 1.** All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Fair market value has been paid or deposited with the court.

☐ **Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of all Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

Right-of-Way Certification Form

Revised 2/22/11

☐ **Condition 3.** The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.809(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

Note 2: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved: David H J Date 3/4/11 21st Century Parks

Approved: Ron Gelf 3-4-11 Right-of-Way Supervisor
Printed Name Signature

Approved: DAVID L. ORR 3/7/11 KYTC, Director of ROW & Utilities
Printed Name Signature

Approved: Paul Whitworth 3/7/11 FHWA, ROW Officer (when applicable)
Printed Name Signature

Right-of-Way Certification Form

Revised 2/22/11

Date: January 6, 2011

Project Name: Parklands of Floyds Fork - 2A
 Project #: KIPDA 1415 County: JEFFERSON
 Item #: 05-393.02 Federal #: _____
 Letting Date: _____

This project has 4 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

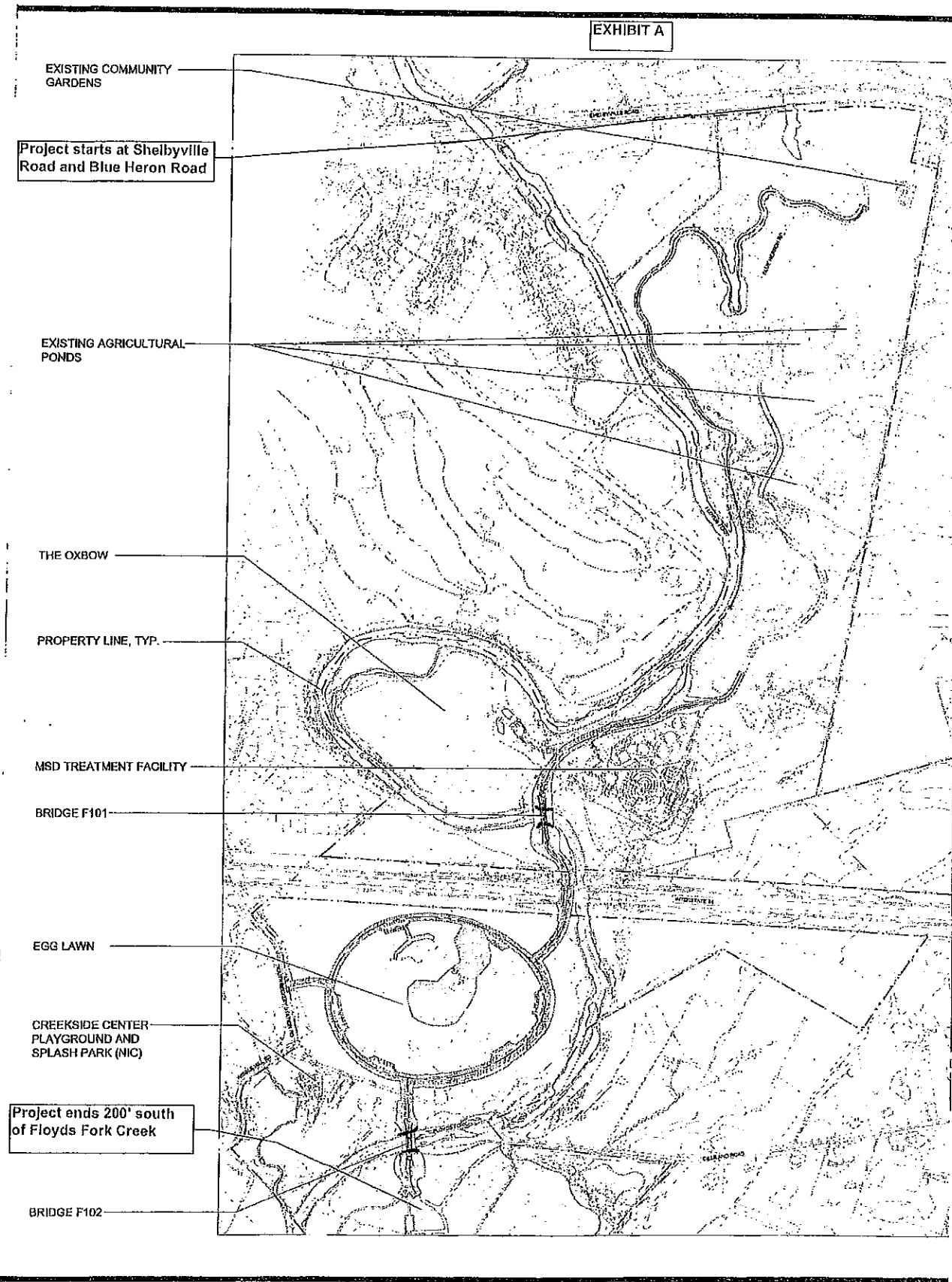
- 4 Parcels where acquired by a signed fee simple deed and fair market value has been paid
- _____ Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court
- _____ Parcels have not been acquired at this time (*explain below for each parcel*)
- _____ Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)
- _____ Relocatees have not been relocated from parcels _____, _____, _____, _____, _____, and _____ (*explain below for each parcel*)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels _____, _____, _____, and _____. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006
Last Revised: February 22, 2011



**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL
SPECIAL NOTES FOR UTILITY CONSTRUCTION
IMPACT OF CONSTRUCTION**

**JEFFERSON COUNTY
THE PARKLANDS OF FLOYDS FORK
BECKLEY CREEK PARK – NORTH
FED. PROJECT NO. -
TIP 0164 007
STIP I.D. NO. 5-393.02**

The following Utility Companies may have facilities in the general project area. However, utility coordination efforts have determined that no significant utility relocation work is required to complete the project. The contractor will be responsible for any coordination or adjustments that are discussed or shown in the construction documents.

AT&T – KY (formerly Bell South)

AT&T has one overhead fiber optic line and two overhead copper lines in the project disturb limits. The overhead lines are on poles along the south side of Shelbyville Road (U.S.60) at the existing park entrance and **should not be in conflict**. The Contractor is to use care in the vicinity of these overhead lines.

AT&T KY facilities **are not to be disturbed** for this project.

AT&T – Legacy

AT&T - Legacy has an underground fiber network cable in the project disturb limits. The underground line is within a 10' easement on the north side of Interstate 64 and **should not be in conflict**. The Contractor is to use care in the vicinity of this underground line.

AT&T – Legacy will coordinate construction to provide approximately 200' of 6" split steel piping w/ ducts under the new Park Road and trail with a 4'x 4' pull-boxes at both ends to allow for future cable replacement or routing. This work is to be performed under separate contract to AT&T – Legacy and will be completed prior to park site construction within the easement. The AT&T work is scheduled for completion by June 1, 2011.

LG&E Electric (Distribution)

LG&E has aerial and underground distribution facilities in the project area.

The facilities include an existing overhead line from the north side of Shelbyville Road to a pole at the west side of the entrance to the existing Miles Park. This facility is to remain and is **not to be disturbed**. The overhead distribution line extends down the existing pole to a meter and underground pull box and continues as a service line southwardly to the existing MSD Plant north of Interstate 64. Portions of this facility are located within the project area. The facility is located in an easement, roughly parallel to the existing Blue Heron Road, within the disturb limits in some areas. This service extension of the facility from the pole is to remain and is **not to be disturbed**.

Several underground private service lines are located within the disturb limits near the MSD Plant. These lines are located north of the clarifier tanks and from the MSD Administration Building, on the east side of the new Park Road, to the MSD Pump Station, on the west side of the new Park Road. These service lines are to remain and are **not to be disturbed**.

LG&E has an overhead distribution line running north-south on the eastern edge of the project area adjacent to the existing S. Beckley Station Road, south of Interstate 64. This facility crosses the new Park Road spur that connects to S. Beckley Station Road north of the intersection with existing Wibble Hill Road. This facility is to remain and is **not to be disturbed** for this project.

LG&E has an overhead distribution line running east-west over the new Bridge F102 over Floyds Fork Creek, south of Interstate 64. This facility crosses within the disturb limits. This facility is to be **removed under a separate private contract with LG&E and 21st Century Parks**. The removal of this electrical line is scheduled for completion prior to the installation of the Park Bridge steel construction. It is agreed that the site work and foundation work at the bridge may proceed **without conflict** with and **will not disturb** the facility. The facility is scheduled to be removed by June 1, 2011.

LG&E Electric (Transmission)

LG&E has existing electric transmission lines running east-west within a 100' easement across the project area between Station 10+00 to Station 12+00 of the new Park Road, south of the new circular Park Road and north of the new bridge F102. These facilities are within the disturb limits. The Contractor is to use extreme caution when performing work in the vicinity of these facilities. These LG&E electric transmission facilities are to remain in place and are **not to be disturbed**.

LG&E Gas

LG&E has an underground 8" gas main in the project area on the south side of Shelbyville Road at the west side of the entrance to the existing Miles Park. This facility is to remain and is **not to be disturbed**. A private service 2" gas line extends from the 8" gas main southwardly to the existing MSD Plant north of Interstate 64. Portions of this facility are located within the project area. The facility is located in an easement, roughly parallel to the existing Blue Heron Road, within the disturb limits in some areas. This service extension of the facility is to remain and is **not to be disturbed**.

LG&E has a gas transmission line running east-west within a 30' easement across the southern portion of the new circular Park Road from Station 27+00 to 21+00. This facility is to remain and is **not to be disturbed**.

Louisville Water Company

Louisville Water Company (LWC) has two existing water mains in the project area disturb limits.

A 12" water main runs east-west on the south side of Shelbyville Road (U.S.60) at the existing park entrance. This facility **is not to be disturbed**.

A recently installed 36" water transmission line runs east-west on the north side of Interstate 64. This facility **is not to be disturbed**. The contractor is to take **extreme caution** in the areas of these facilities.

A private service 8" water line extends southwardly to the existing MSD Plant north of Interstate 64. Portions of this facility are located within the project area. The facility is located in an easement, roughly parallel to the existing Blue Heron Road, within the disturb limits in some areas. This service line is to remain and is **not to be disturbed**.

A private service 4" water line is located at the MSD Plant and extends between the MSD Administration Building, on the east side of the new Park Road, and the MSD Pump Station, on the west side of the new Park Road. This service line is to remain and is **not to be disturbed**.

Metropolitan Sewer District

Metropolitan Sewer District (MSD) has sanitary sewer facilities within the project area disturb limits. The facilities include three force mains in the northwest area of the project. A 20" and a 24" force main run parallel, are located within a 25' easement, and cross the disturb limits at the new Loop trail in two locations before heading southwesterly and cross Floyds Fork to an existing adjacent development. One 6" force main spurs northeasterly and crosses within the disturb limits before heading easterly to an existing adjacent development. These MSD facilities are to remain in place and are **not to be disturbed**.

MSD has several sewer lines in the vicinity of the MSD Plant, north of Interstate 64. The facilities are partially located within the project area disturb limits. A 20" force main is located between the MSD Administration Building, on the east side of the new Park Road, and the MSD Pump Station, on the west side of the new Park Road. A 30" influent sanitary sewer line crosses the new park road south of the MSD Administration Building. The 30" influent line runs from the Eastwood Pump Station, to the east, to the Floyds Fork Pump Station, to the west. These service lines are to remain and are **not to be disturbed**.

MSD currently has a new 24" force main planned for installation between the Floyds Fork Plant and the Pump Station, south of the Administration Building. This facility will be installed **by separate contract**. This facility will cross the new park road within the project area disturb limits. This facility is to remain and is **not to be disturbed**.

MSD also has a 36" effluent line located in the vicinity of the MSD Plant, north of Interstate 64. These facilities run from the Plant southwesterly to an outfall location at Floyds Fork Creek. The outfall is located west of the new Park Bridge F101, north of Interstate 64. These facilities are to remain and are **not to be disturbed**.

MSD has a force main running north-south located under S. Beckley Station Road, on the eastern edge of the project area, south of Interstate 64. This facility is within the disturb

limits of the encroachment area for new pavement at the new Park Road spur that connects to existing S. Beckley Station Road north of the intersection with existing Wibble Hill Road. This facility is to remain and is **not to be disturbed**.

COORDINATION WITH UTILITY FACILITY OWNERS

The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.

Where conflicts with utility facilities are unavoidable, the Contractor will coordinate any necessary relocation work with the facility owner. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The Kentucky Transportation Cabinet makes no guarantees regarding: the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. The location of utilities provided in the contract documents has been furnished by the facility owners and/or by receiving record drawings and may not be accurate. It will be the contractor's responsibility to locate utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the Cabinet. If necessary, the contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility. The cost of repair and any other associated costs for any damage to utilities caused by the contractor's operations shall be borne by the contractor.

BEFORE YOU DIG

THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-6007 TO REACH KY 811, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES. THE CALL IS TO BE PLACED A MINIMUM OF TWO (2) AND NO MORE THAN TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHOULD BE AWARE THAT OWNERS OF UNDERGROUND FACILITIES ARE NOT REQUIRED TO BE MEMBERS OF THE KY 811 ONE-CALL BEFORE-U-DIG (BUD) SERVICE. THE CONTRACTOR MUST COORDINATE EXCAVATION WITH THE UTILITY OWNERS, INCLUDING THOSE WHO DO NOT SUBSCRIBE TO KY 811. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONTACT THE COUNTY CLERK TO DETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE AREA.

Utility Owners and Contact Person

Master Reply List for Floyds Fork Park Phase I

1. Louisville Gas & Electric (Electric)
 820 West Broadway
 Louisville, KY 40202
 Trouble Line – 1-800-331-7370 (LGE & KU)
 (502) 589-3500 (LG&E ONLY)

Greg Geiser
cell: (502) 376-9510
work: (502) 627-3708
Greg.Geiser@lge-ku.com
email 01-27-2011
coordination mtg. w/ Jim Holderman,
Wayne Curl, 02-02-11
2. Louisville Gas & Electric (Gas)
 820 West Broadway
 Louisville, KY 40202

Greg Geiser
cell: (502) 376-9510
Greg.Geiser@lge-ku.com
email 01-27-2011
3. Louisville Water Company
 550 South Third Street
 Louisville, KY 40202

Daniel Tegene, PE
(502) 569-3649
dtegene@lwcky.com
Facility Maps rec'd 9-15-2010
4. AT&T KY
 3719 Bardstown Road - 2nd Floor
 Louisville, KY 40218

Morgan Herndon
morgan.herndon@att.com
(502) 458-7312
Facility Maps rec'd 9-23-2010
5. Metropolitan Sewer District
 700 West Liberty Street
 Louisville, KY 40202 (502)

Steve Emly
emly@msdlouky.org
540-6509
Brad Selch
selchb@msdlouky.org
(502) 540-6614
Send to both contacts
Facility maps on file
Email/mtgs/telecon correspondence on
file
6. Insight Communications Company
 4701 Commerce Crossings Dr.
 Louisville, KY 40229

Deno Barbour
Cell: (502) 664-7395
barbour.d@insightcom.com
Clear per email Mike Fitch w/ Facility
Map 02-09-2011
7. Texas Gas Transmission Corporation
 3800 Frederica Street

Tim Turner
(270) 688-6461

- Owensboro, KY 42302
(270) 688-6325
tim.turner@bwpmlp.com
Clear per email 9-20-2010, 1-28-11
8. Marathon Ashland Pipeline Company
1046 Pleasant Valley Rd.
Owensboro, KY 42303
Jeff Erwin
JAErwin@MAPLLC.com
(270) 926-5579
Clear per email 02-01-2011
9. Indiana Gas Company Inc
or
Ohio River Pipeline Corporation
2520 Lincoln Drive, P.O. Box CS 11
Clarksville, Indiana 47130
Mary Barber
mbarber@vectren.com
(812) 948-4952
Clear per email 9-13-2010
- Line Maintained By**
Texas Gas Transmission, LLC
3800 Frederica Street
Owensboro, Kentucky 42302
Cell: (270) 485-1152
Tim Turner
(270) 688-6461
Tim.Turner@bwpmlp.com
Clear per email 01-28-2011
10. Indiana Utilities Corporation
123 West Chestnut Street
Corydon, Indiana 47112
(812) 738-3235
Kevin Kinney
Ron Timberlake
Jackie Rogers
iucjrogers@portative.net
No Response
11. Sprint - Fiber Optics
769 Brooksedge Blvd.
Westerville, OH 43081
Cell (937) 209-9754
Joe Thomas
Joseph.J.Thomas@Sprint.com
Office (513) 612-4204
Clear per email 01-27-2011
12. Mid-Valley Pipeline Company
4910 Limaburg Road
Burlington, KY 41005
FAX (866) 699-1185
RTCALFEE@sunocologistics.com
Todd Calfee (Richard)
(859) 371-4469x14
(859) 630-8271
Clear per email 9-15-2010
13. Level 3 Communications
848 S.8th St.
Louisville, KY 40202
Kevin Webster
Kevin.webster@level3.com
(502) 777-8622
Clear per email 01-27-2011
14. Jefferson County Public Schools (JCPS)
MIS Dept.
3332 Newburg Road
Louisville, KY 40218
Bo Lowrey
bo.lowrey@jefferson.kyschools.us
Cell (502) 639-2311, (502) 485-3116
Clear per email 01-27-2011

15. Kentucky Data Link (KDL)
Project Manager
3701 Communications Way
Evansville, IN 47715
Windstream Communications
Rick Cunico
ph: (618) 648-2420
cell: (812) 760-6602
Fax: (812) 456-4731
(812) 759-844(Maintenance)
kdl-maintenancesouth@kdline.com
Email 01-27-2011, no response
16. AT&T Legacy
5390 Overbend Trail
Suwanee, GA 30024
Scott Logeman
Cell: (707) 335-8255
Slogeman@ems.att.com
Email 01-27-2011 to 02-08-2011
Telecons 01-28-2011 to 02-08-11
Don Garr, drgarr@hughes.net
Cell: 502-741-8374
17. TWTelecom
Medinger Tower
462 S. 4th St., Suite 210
Louisville, KY 40202
333 West Vine Street, Suite 330
Lexington, KY 40507
Jeremy Cornell
Jeremy.cornell@TWTELECOM.com
(502) 992-1168
Clear per email 01-27-2011
Gerald Long
Gerald.Long@twtelecom.com
(502) 719-2387
Clear per email 01-27-2011
18. City of Taylorsville Sewer & Water
70 Taylorsville Rd., P O Box 279
Taylorsville, KY 40071
Harold Compton
hcompton@taylorsvillewater.org
(502) 477-3235
Fax: (502) 477-1310
No Response
19. Qwest Communications Company, LLC
700 W Mineral Ave, UTD2734
Littleton, Colorado 80120
George McElvain
George.McElvain@qwest.com
(303) 992-9931
Cell: 720-260-2514
Fax: 303-707-3252
No Response
20. Shelby Energy Cooperative
P.O. Box 311, 620 Old Finchville Road
Shelbyville, KY 40065
(502) 633-4420
Jason Ginn
Jason@shelbyenergy.com
cell: 502-643-2778
No Response
21. Atmos Energy
130 Stonecrest Road Suite 105
Shelbyville, KY 40065
bernie.anderson@atmosenergy.com
(502) 633-2831 ext. 104
Bernie Anderson
cell: (502) 321-8073
No Response

21CP Team/Consultant Contacts
THE PARKLANDS OF FLOYDS FORK

UTILITY / AGENCY CONTACTS

UTILITY/AGENCY CONTACTS	Division	E-mail Address	Telephone No.
LG& E			
Wayne Curl	Electric Service	Wayne.Curl@eon-us.com	502-333-1928
Steve Irvan	Electric Service	Steve.Irvan@eon-us.com	502-333-1925
Jim Holderman	Electric Service	Jim.Holderman@eon-us.com	502-333-1917
Dan Doty	Electric Transmission	D.Doty@eon-us.com	
Jeff Kuriger	Electric Transmission	Jeff.Kuriger@eon-us.com	
Chris Fitzgerald	Gas Transmission	Chris.Fitzgerald@eon-us.com	502-333-1965
Joe Ryan	Gas Transmission	Joe.Ryan@eon-us.com	502-333-1813
AT&T			
Derrick Nixon	Telephone	dn5715@att.com	502-454-0136
Louisville Water Company			
Michael Meyer		mimeyer@lwcky.com	
Wayne Kimbel		wkimbell@lwcky.com	502-569-3600-2283
Keith Coombs		kcoombs@lwcky.com	502-569-3682
MSD			
Vicki Coombs		coombs@msdlouky.org	502-540-6131
David Johnson		johnsodw@msdlouky.org	502-540-6392
Eric Hickman		hickman@msdlouky.org	502-540-6289
Dennis Thomasson		thomasson@msdlouky.org	502-540-6963
KDOW			
Joe Oerther		joseph.oerther@ky.gov	502-564-3410
Louisville Metro			
Michael Ballard	Dept of Public Health and Wellness	Michael.Ballard@louisvilleky.gov	502-574-6656
US Army CORPS			
Layna Thrush	Regulatory Specialist, Louisville District, Operations Division	layna.e.thrush@USACE.army.mil	502-315-6689

Doug McKinnon -

Brian Baumgartle -

Ed Kruger -

PROJECT MANUAL AND FRONT END SPECIFICATIONS
FOR
THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK – NORTH



MARCH 25, 2011

OWNER
21ST CENTURY PARKS, INC.
471 WEST MAIN STREET
SUITE 202
LOUISVILLE, KY 40202

CONSULTANT / LANDSCAPE ARCHITECT
WALLACE ROBERTS & TODD, LLC
1700 MARKET STREET, 28TH FLOOR
PHILADELPHIA, PA 19103
TEL 215-732-5215
FAX 215-732-2551

SUBCONSULTANTS

ARCHITECT
BRAVURA CORPORATION
111 WEST WASHINGTON STREET
LOUISVILLE, KY 40202
TEL 502-583-9711
FAX 502-584-0829

CIVIL ENGINEER
BURGESS & NIPLE, INC
400 BLANKENBAKER PARKWAY, SUITE 300
LOUISVILLE, KY 40243
TEL 502-254-2344
FAX 502-254-3008

ECOLOGICAL SPECIALIST
BIOHABITATS, INC.
120 WEBSTER STREET, SUITE 326
LOUISVILLE, KY 40206
TEL 502-561-9301
FAX 502-561-9301

SITE STRUCTURAL ENGINEER
HNTB CORPORATION
One Riverfront Plaza
401 West Main Street, Suite 601
Louisville, KY 40202
TEL 502-581-0985
FAX 502-581-0987

ELECTRICAL ENGINEER
CMTA ENGINEERING CONSULTANTS
10411 MEETING STREET
P.O. BOX 43594
LOUISVILLE, KY 40253-0594
TEL 502-326-3085
FAX 502-326-2691

GEOTECHNICAL ENGINEER
Stantec Consulting Services Inc.
1901 Nelson Miller Parkway
Louisville, KY 40223
TEL 502-212-5000
FAX 502-212-5055

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 00001

TABLE OF CONTENTS – PROJECT MANUAL AND FRONT END SPECIFICATIONS

DIVISION	SECTION TITLE	PAGES
MISCELLANEOUS DOCUMENTS		
00001-	Table of Contents.....	00001-1 thru 1
00002-	Project Description.....	00002-1 thru 1
00003-	Site Maps.....	00003-1 thru 2
DIVISION 0 – BIDDING REQUIREMENTS		
00100-	Invitation and Instructions to Bidders.....	00100-1 thru 2
00200-	General Provisions.....	00200-1 thru 5
00400-	Evaluation and Bid Form.....	00400-1 thru 3
00500-	Bonds, Certificates and Administrative Forms.....	00500-1 thru 15
00600-	Standard Form of Agreement between Owner and Contractor.....	00600-1 thru 40
00700-	General Conditions.....	00700-1 thru 41
00800-	Information Available to Bidders.....	00800-1 thru 1
DIVISION 01 – GENERAL REQUIREMENTS		
011000-	Summary.....	011000-1 thru 3
012200-	Unit Prices.....	012200-1 thru 6
012500-	Substitution Procedures.....	012500-1 thru 3
012600-	Contract Modification Procedures.....	012600-1 thru 3
012900-	Payment Procedures.....	012900-1 thru 5
013100-	Project Management and Coordination.....	013100-1 thru 8
013200-	Construction Progress Documentation.....	013200-1 thru 7
013300-	Submittal Procedures.....	013300-1 thru 10
014000-	Quality Requirements.....	014000-1 thru 7
014200-	References.....	014200-1 thru 4
015000-	Temporary Facilities and Controls.....	015000-1 thru 7
016000-	Product Requirements.....	016000-1 thru 7
017300-	Execution.....	017300-1 thru 7
017329-	Cutting and Patching.....	017329-1 thru 4
017419-	Construction Waste Management and Disposal.....	017419-1 thru 2
017700-	Closeout Procedures.....	017700-1 thru 5
017823-	Operation and Maintenance Data.....	017823-1 thru 8
017839-	Project Record Documents.....	017839-1 thru 3
017900-	Demonstration and Training.....	017900-1 thru 4

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

SECTION 00002

PROJECT DESCRIPTION

This Project is the development of the portion of work receiving partial funding through the Federal Highway Administration for the North Beckley Creek Park from Shelbyville Rd to Gilliland Rd. It is the second facility to be constructed as part of a much larger park which will be implemented in subsequent phases. It encompasses approximately 220 acres of land and includes a Park Road, a multi-use trail known as the Louisville Loop, two bridges over Floyds Fork Creek, bioengineering and abutment protection for each bridge, retaining walls and parking lots.

Components of the site design include: demolition; general grading; dry laid stone headwalls and endwalls; asphalt paving; culverts; con-spans, retaining walls; concrete paving; seeding and guardrails.

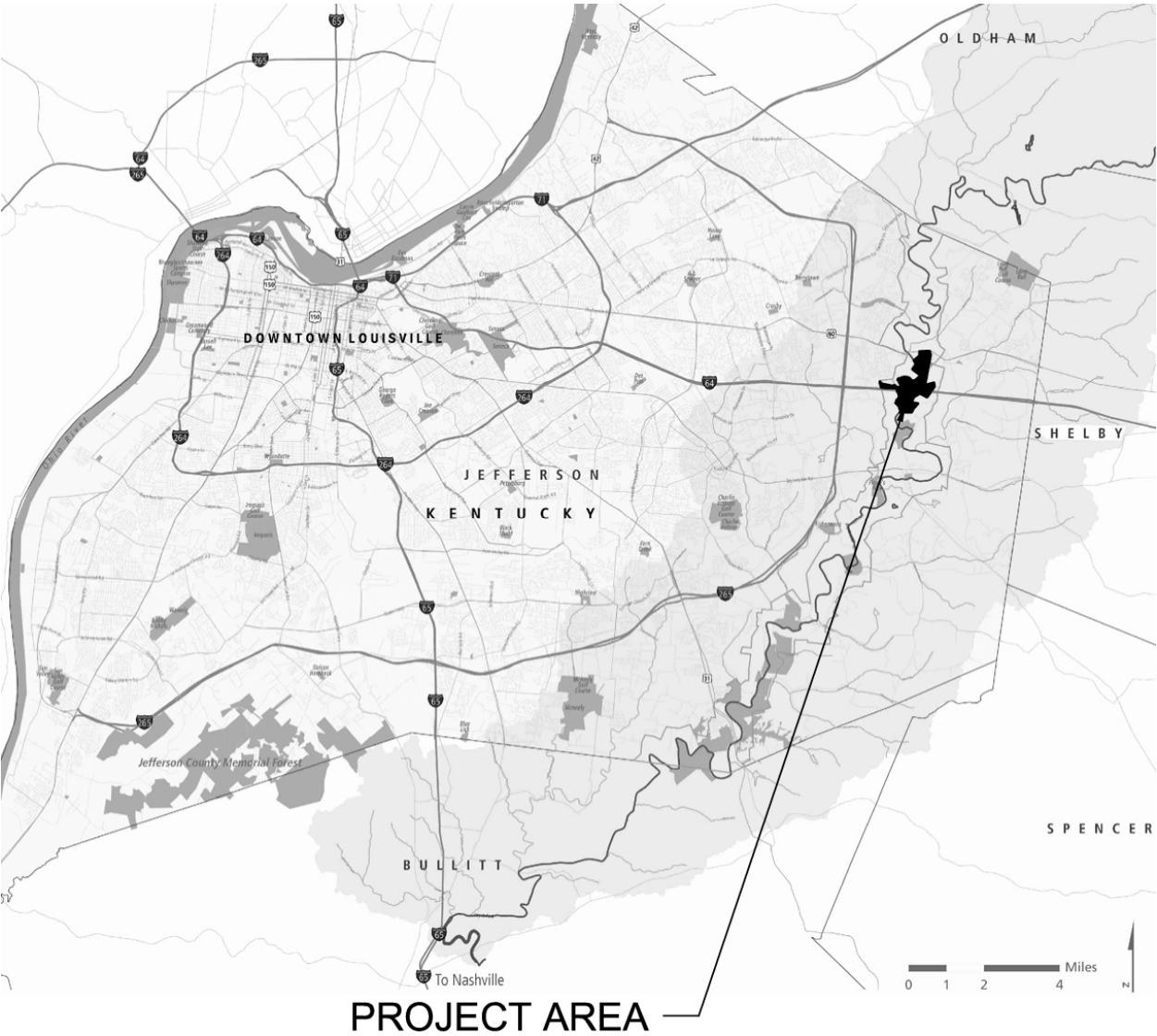
Components of the bridges include: cast-in-place concrete for slab, barriers, diaphragms, abutment, end bent, wingwalls, approach slab, and 6" slopewall, plain and epoxy coated reinforcement, stainless steel railing, haunched weathering steel plate girders, steel h-piles, variegated stone blocks for landscaping and erosion control, roughback and smooth finish variegated stone blocks for abutment facing, structure granular backfill, cyclopean stone riprap, gabion walls, and mattress units for channel lining Class IA.

Components of the bioengineering around the bridges include: soil riprap; live-branch-layering; rock toe of slope and plantings.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 00003

SITE MAPS



EXISTING COMMUNITY GARDENS

EXISTING AGRICULTURAL PONDS

THE OXBOW

PROPERTY LINE, TYP.

MSD TREATMENT FACILITY

BRIDGE F101

EGG LAWN

CREEKSIDE CENTER PLAYGROUND AND SPLASH PARK (NIC)

BRIDGE F102

SHELBYVILLE ROAD

INTERSTATE 64

GALLATIN ROAD

MILL CREEK

WATERWAY

PINEHILL RD

FLORENCE RD

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

SECTION 00100

INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: 21st Century Parks, Inc. and Kentucky Transportation Cabinet (KYTC) are now accepting bids for **Beckley Creek Park - North at The Parklands of Floyds Fork – Project 2A**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding (CSB). Sealed bids will be received by the Kentucky Transportation Cabinet until **10:00 AM EST on April 22, 2011** at 200 Mero Street, Frankfort, Kentucky, 40622. Bids are to be submitted per the KYTC Expedite Bidding Program.

Bids received after the 10:00 AM, EST deadline on April 22, 2011 will be unopened.

A **Mandatory Pre-Bid Conference** has been scheduled for **10:00 AM on March 31, 2011**. All bidders **must attend** this conference. All Bidders will be required to sign-in at the meeting to confirm their attendance. The meeting will be held at the offices of KYTC, District 5, 8310 Westport Road, Louisville, KY 40242. Following the Pre-Bid Conference, the project site will be made available and Bidders will have an opportunity to tour the site.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Charles Neer, ASLA
Wallace Roberts Todd, LLC
Phone: 215-430-5077
Fax: 215-732-5077
Email: CNeer@ph.wrtdesign.com

Any information provided is not official unless reduced to writing by 21st Century Parks. Any unauthorized contact with any employee of 21st Century Parks or the KYTC in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond 5:00 p.m. EST, April 12, 2011.

Careful attention must be paid to all requested items contained in this CSB. Bidders are invited to submit bids in accordance with the requirements of this CSB.

Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of sixty (60) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price, Stipulated Sum.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if 21st Century Parks awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from 21st Century Parks. The only terms and conditions acceptable to 21st Century Parks are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of 21st Century Parks in writing for resolution.

Unless contractually provided, 21st Century Parks will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on 21st Century Parks or its agents and shall be cause for termination of the contract by 21st Century Parks.

Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in Section 1.0. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in Section 1.0. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

SECTION 00200

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify 21st Century Parks in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and 21st Century Parks and Metro Louisville harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

- 2.4 Bid Reservations: 21st Century Parks reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. 21st Century Parks may consider any alternative bid that meets its basic needs.

- 2.5 Liability: 21st Century Parks is not responsible for any cost incurred by a Bidder in the preparation of bids.

- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by 21st Century Parks prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".

- 2.7 Clarification of Submittal: 21st Century Parks reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of 21st Century Parks.

- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist 21st Century Parks

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

- 2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify 21st Century Parks of such error in writing and request modification or clarification of the document.
- 2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.
- 2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to 21st Century Parks, they may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to 21st Century Parks, and 21st Century Parks may rescind the cancellation if such action is in their best interest.

A. Termination for Cause

- (1) 21st Century Parks may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, 21st Century Parks shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. 21st Century Parks may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

- (f) Actions that endanger the health, safety or welfare of 21st Century Parks or its employees.

B. At Will Termination

Notwithstanding the above provisions, 21st Century Parks may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by 21st Century Parks provided those goods or services were provided in a manner acceptable to 21st Century Parks. Payment for those goods and services shall not be unreasonably withheld.

- 2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of 21st Century Parks. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that 21st Century Parks shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of 21st Century Parks.
- 2.19 No Waiver: No failure or delay by 21st Century Parks in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by 21st Century Parks in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of 21st Century Parks hereunder or shall operate as a waiver thereof.
- 2.20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide 21st Century Parks with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

COMPETITIVE SEALED BID
SUBMITTED BY:

By signing below you are agreeing to all 21st Century Parks Terms & Conditions that are a part of this Request for Bid. Include this page in your response to this bid.

Firm:

By:

Title:

E-Mail Address:

Address:

Telephone

Fax:

Date:

Federal ID Number :

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

**Please include a copy of your W-9 with your submitted bid.
This must be submitted prior to the award of a contract.**

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (write in numbers): _____

Vendor Signature (all items above have been read and completed)

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 00400
EVALUATION AND BID FORM
THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK – NORTH

The following information is for reference only. Please see the Bid Form to be submitted in Part IV Bid Forms of the KYTC Proposal Package.

TO:
Kentucky Transportation Cabinet (KYTC)
200 Mero Street
Frankfort, KY 40622
(Submit Bids per Kentucky Transportation Cabinet’s Expedite Bidding program)

I. BID CONDITIONS

The undersigned, having familiarized himself with the local conditions affecting the cost of work, and with the Request for Bids, General Conditions, Supplementary General Conditions, Specifications and the Drawings, hereby proposes to furnish all materials and labor for the job described above in strict accordance with the Drawings and Specifications, including:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

II. PREQUALIFICATION AND EVALUATION CRITERIA

See the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Divisions 102 and 103.

III. COMPLETION OF WORK AND PAYMENTS TO CONTRACTOR

If undersigned is notified of Bid acceptance within ninety (60) days after the Bid date, he/she agrees to execute a contract for work as awarded for the stated compensation. The undersigned agrees, if awarded Contract, to begin work within fifteen (15) calendar days from the notice to begin work. Upon award of contract, contractor shall submit to Owner a Schedule of Values for review and approval. Contractor shall submit invoices monthly based on work completed in accordance with the approved Schedule of Values.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

V. STIPULATED SUMS

A. BASE BID (all-inclusive)

The undersigned agrees to fulfill the terms of the contract to perform work for the stipulated lump sum of:

(Written) _____

(Numeric) _____ (\$ _____)

DEMOBILIZATION (included in Base Bid above)

3% of Contract Sum _____ (\$ _____)

B. TIME

The undersigned agrees to fulfill the terms of the contract within _____ days of the Notice to Proceed.

Number of Days X \$1,000/day _____ (\$ _____)

C. “A” + “B” (COSTS + TIME)

A. (Base Bid) + B. (Time) _____ (\$ _____)

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

C. UNIT PRICES

The Unit Price List provided in Section 012200 UNIT PRICES is for reference only and is not to be submitted with the Bid Form. The apparent-awarded contractor will be required to submit the completed final Unit Price List to the Owner for review and concurrence prior to proceeding as stated in the contract agreements.

The unit prices shall apply to either additional work or deletions from the Contract. Unit prices shall include all labor and materials complete and in place and all other items of cost including removal of excess materials from the site, overhead and profit and shall constitute complete reimbursement to the contractor for additional work or for credit to the Owner for work omitted, as the case may be.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

SECTION 00500

BONDS, CERTIFICATES AND ADMINISTRATIVE FORMS

Part 1 – General:

Related Work Specified Elsewhere:

Section 00100 Invitation and Instruction to Bidders
Section 00400 Bid Form
Section 00600 Standard Form of Agreement between Owner and Contractor
Section 00700 General Conditions

Forms Submitted By Contractor:

Reference is made throughout this project manual to a number of standard forms which the Contractor is required to submit to the Owner prior to and during the execution of work of this Project.

The Contractor shall be responsible for obtaining and submitting the following forms to the Owner when the forms are completed as specified:

Prior to commencing work:

- a. AIA Document G715 "Acord Certificate of Insurance" (1991 Edition).
- b. AIA Document A312 "Performance Bond and Payment bond" (1984 Edition).

During the execution of the work, as appropriate, and prior to final payment:

- a. Modified AIA Document G702 "Application and Certificate for Payment". (Sample Enclosed)
- b. Modified AIA Document G703 "Continuation Sheet" for G702, "Application and Certificate for Payment". (Sample Enclosed)
- c. AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims" (1994 Edition).
- d. AIA Document G706A "Contractor's Affidavit of Release of Liens" (1994 Edition).
- e. AIA Document G707 "Consent of Surety to Final Payment" (1994 Edition).
- f. AIA document G707A "Consent of Surety to Reduction in or Partial Release of Retainage" (1994 Edition).
- g. Payroll Report (this is typically required on some government projects)

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

The forms specified above are available for examination in the Owner's office by prospective bidders. Failure to examine the specified documents and to make allowances for them in his bid, shall not relieve the Contractor from using the forms and complying with their requirements.

Forms Prepared by Owner:

The Owner shall prepare the following standard forms, as appropriate:

- a. AIA Document G701 "Change Order" (1987 Edition).
- b. AIA Document G704 "Certificate of Substantial Completion" (1992 Edition).
- c. AIA Document G714 "Construction Change Directive" (1987 Edition).

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place
of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:38:02 on 12/22/2010.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:38:02 on 12/22/2010 under Order No. 5322277519_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place
of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Additions and Deletions Report for AIA[®] Document A312[™] – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:40:32 on 12/22/2010.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:40:32 on 12/22/2010 under Order No. 5322277519_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Application and Certificate for Payment

TO OWNER: 21st Century Parks, Inc.
47 West Main Street, Suite 202
Louisville, KY 40202

PROJECT: The Parklands of Floyds Fork - Project
2A
15712 Shelbyville Road
Louisville, KY 40245

FROM CONTRACTOR: WALLACE ROBERTS & TODD, LLC
1700 Market Street, 28th Floor
Philadelphia, PA 19103

CONTRACT FOR: General Construction

CONTRACT DATE: / /

PROJECT NOS: / /

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 0.00

2. NET CHANGE BY CHANGE ORDERS \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703) \$ 0.00

b. 0 % of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 00600

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The standard form of agreement between the Owner and the Contractor of this contract is the American Institute of Architects’ Document A101-2007, “Standard Form of Agreement between Owner and Contractor”, consisting of 10 articles as follows.

- Section 00600 also includes the following:
- Exhibit A: The Specification Table of Contents
 - Exhibit B: The Drawing List and Sheet Number
 - First Addendum to Construction Agreement
 - Second Addendum to Construction Agreement
 - Schedule I Required Contract Provisions Federal-Aid Construction Contracts

DRAFT

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

21st Century Parks, Inc., a Kentucky non-profit corporation
Attn: Joe Daley
471 West Main Street
Suite 202
Louisville, Kentucky 40202

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

Parklands of Floyd’s Fork – Project 2A
Beckley Creek Park - North
Louisville, Jefferson County, Kentucky

The Architect:
(Name, legal status, address and other information)

Wallace Roberts & Todd, LLC
1700 Market Street
28th Floor
Philadelphia, Pennsylvania 19103

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of commencement will be provided in the notice to proceed issued by Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

<< >>

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Failure to achieve Substantial Completion within the Contract Time shall result in liquidated damages imposed upon Contractor equal to \$1,000 per day.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be << >> (\$ << >>), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

<< >>

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any: NONE
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

<< >>

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Owner will withhold no more than ten percent (10%) retainage from the amount of any undisputed payment due until fifty percent (50%) of the Work is completed and no more than five percent (5%) retainage of the total contract amount after fifty-one percent (51%) of the Work is completed.»

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>
<< >>
<< >>
<< >>

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Five percent (5%) per annum

§ 8.3 The Owner’s representative:
(Name, address and other information)

Joe Daley
Project Manager
471 West Main Street, Suite 203
Louisville, Kentucky 40202
(502) 584-3912

§ 8.4 The Contractor’s representative:
(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

See the attached First Addendum to Construction Agreement and, if applicable, Second Addendum to Construction Agreement. In the event of any conflict, the terms of the applicable Addendum shall control.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
The Specifications are listed on Exhibit A attached hereto and made a part hereof.

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
The Drawings are listed on Exhibit B attached hereto and made a part hereof.

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

<< >>

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment and Performance Bonds	Contract Sum

This Agreement entered into as of the day and year first written above.

21ST CENTURY PARKS, INC.,

OWNER (Signature)

Daniel H. Jones, President

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)

EXHIBIT A TO
AIA FORM A101 FOR
THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
SPECIFICATIONS

MISCELLANEOUS DOCUMENTS00001- Table of Contents.....00001-1 thru 100002- Project Description.....00002-1 thru 100003- Site Maps.....00003-1 thru 2

DIVISION 0 – BIDDING REQUIREMENTS00100- Invitation and Instructions to Bidders.....00100-1 thru 200200- General Provisions.....00200-1 thru 500400- Evaluation and Bid Form.....00400-1 thru 300500- Bonds, Certificates and Administrative Forms.....00500-1 thru 1500600- Standard Form of Agreement between Owner and Contractor.....00600-1 thru 4000700- General Conditions.....00700-1 thru 4100800- Information Available to Bidders.....00800-1 thru 1

DIVISION 01 – GENERAL REQUIREMENTS011000- Summary.....011000-1 thru 3012200- Unit Prices.....012200-1 thru 6012500- Substitution Procedures.....012500-1 thru 3012600- Contract Modification Procedures.....012600-1 thru 3012900- Payment Procedures.....012900-1 thru 5013100- Project Management and Coordination.....013100-1 thru 8013200- Construction Progress Documentation.....013200-1 thru 7013300- Submittal Procedures.....013300-1 thru 10014000- Quality Requirements.....014000-1 thru 7014200- References.....014200-1 thru 4015000- Temporary Facilities and Controls.....015000-1 thru 7016000- Product Requirements.....016000-1 thru 7017300- Execution.....017300-1 thru 7017329- Cutting and Patching.....017329-1 thru 4017419- Construction Waste Management and Disposal.....017419-1 thru 2017700- Closeout Procedures.....017700-1 thru 5017823- Operation and Maintenance Data.....017823-1 thru 8017839- Project Record Documents.....017839-1 thru 3017900- Demonstration and Training.....017900-1 thru 4

DIVISION 02 – EXISTING CONDCTIONS024119- Selective Demolition.....024119-1 thru 5

DIVISION 03 – CONCRETE033000- Cast-In-Place Concrete.....033000-1 thru 1

DIVISION 04 – MASONRY044200- Exterior Stone Cladding.....044200-1 thru 14044302- Dry Laid Stone Headwalls and Endwalls.....044302-1 thru 3

DIVISION 05 – METALS051200- Structural Steel Cladding.....051200-1 thru 1

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

071416- Cold, Fluid-Applied Waterproofing.....071416-1 thru 5

DIVISION 10 – SPECIALTIES

101426- Exterior Signage.....101426-1 thru 4

DIVISION 26 - ELECTRICAL

260501- General Provisions 260501-1 thru 17
260503- Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools.....260503-1 thru 2
260504- Cutting, Patching & Repairing.....260504-1 thru 2
260508- Coordination Among Trades, Systems Interfacing and
Connection of Equipment Furnished by Others 260508-1 thru 1
260510- Scope of the Electrical Work.....260510-1 thru 1
260519- Conductors, Identifications, Splicing Devices & Connectors 260519-1 thru 3
260526- Grounding.....260526-1 thru 3
260531- Cabinets, Outlet Boxes & Pull Boxes.....260531-1 thru 2
260533- Raceways & Fittings 260533-1 thru 5
260544- Excavation, Trenching, Backfilling & Grading 260544-1 thru 2

DIVISION 31 – EARTHWORK

311000- Site Clearing.....311000-1 thru 3
312000- Earthwork.....312000-1 thru 12
312001- Earth Moving for Bridges and Retaining Walls.....312000-1 thru 1
316216- Steel Piles.....316216-1 thru 1

DIVISION 32 – EXTERIOR IMPROVEMENTS

321216- Hot-Mix Asphalt Paving.....321216-1 thru 6
321313- Portland Cement Concrete Paving.....321313-1 thru 12
321373- Concrete Pavement Joint Sealant.....321373-1 thru 7
321724- Pavement Marking.....321724-1 thru 5
323223- Segmented Retaining Wall.....329403-1 thru 11
329200- Herbaceous Seeding.....329200-1 thru 8
329210- Erosion Prevention and Sedimentation Control.....329210-1 thru 5
329300- Native Exterior Plants Around Bridges.....329300-1 thru 10
329400- Live Branch Layering with Soil Lifts.....329400-1 thru 5
329401- Rock Toe Protection.....329401-1 thru 3
329402- Buried Soil Riprap.....329402-1 thru 2
329403- Coir Fiber Matting.....329403-1 thru 2

DIVISION 33 – UTILITIES

331100- Site Water Systems.....331100-1 thru 7
334100- Storm Drainage.....334100-1 thru 8

DIVISION 34 – TRANSPORTATION

347113- Guardrail.....347113-1 thru 2

EXHIBIT B TO
AIA FORM A101 FOR
THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

DRAWINGS

SHEET	DRAWING	DESCRIPTION
1	G-0000	Cover
2	G-0001	Parklands of Floyds Fork Orientation Plan
3	G-0002	Project 2A Limits of Primary Disturbance
4	G-0003	Key Plan Index
5	G-0004	Sheet Index
6	EX-1001	Existing Conditions Plan
7	EX-1003	Existing Conditions Plan
8	EX-1004	Existing Conditions Plan
9	EX-1005	Existing Conditions Plan
10	EX-1006	Existing Conditions Plan
11	EX-1007	Existing Conditions Plan
12	EX-1009	Existing Conditions Plan
13	EX-1012	Existing Conditions Plan
14	EX-1013	Existing Conditions Plan
15	EX-1015	Existing Conditions Plan
16	EX-1016	Existing Conditions Plan
17	EX-1017	Existing Conditions Plan
18	EX-1018	Existing Conditions Plan
19	EX-1019	Existing Conditions Plan
20	C-0002	General Notes and Legend
21	C-0003	Horizontal and Vertical Control
22	CD-1001	Demolition and Clearing Plan
23	CD-1003	Demolition and Clearing Plan
24	CD-1004	Demolition and Clearing Plan
25	CD-1005	Demolition and Clearing Plan
26	CD-1006	Demolition and Clearing Plan
27	CD-1007	Demolition and Clearing Plan
28	CD-1009	Demolition and Clearing Plan
29	CD-1012	Demolition and Clearing Plan
30	CD-1013	Demolition and Clearing Plan
31	CD-1015	Demolition and Clearing Plan
32	CD-1016	Demolition and Clearing Plan
33	CD-1017	Demolition and Clearing Plan
34	CD-1018	Demolition and Clearing Plan
35	CD-1019	Demolition and Clearing Plan
36	CK-1001	Stormwater Pollution Prevention Plan
37	CK-1003	Stormwater Pollution Prevention Plan
38	CK-1004	Stormwater Pollution Prevention Plan
39	CK-1005	Stormwater Pollution Prevention Plan
40	CK-1006	Stormwater Pollution Prevention Plan

41	CK-1007	Stormwater Pollution Prevention Plan
42	CK-1009	Stormwater Pollution Prevention Plan
43	CK-1012	Stormwater Pollution Prevention Plan
44	CK-1013	Stormwater Pollution Prevention Plan
45	CK-1015	Stormwater Pollution Prevention Plan
46	CK-1016	Stormwater Pollution Prevention Plan
47	CK-1017	Stormwater Pollution Prevention Plan
48	CK-1018	Stormwater Pollution Prevention Plan
49	CK-1019	Stormwater Pollution Prevention Plan
50	CK-6001	Stormwater Pollution Prevention Plan Notes
51	CS-1000	Layout, Geometry, Signage, Striping and Marking Notes
52	CS-1001	Layout, Geometry, Signage, Striping and Marking Plan
53	CS-1003	Layout, Geometry, Signage, Striping and Marking Plan
54	CS-1004	Layout, Geometry, Signage, Striping and Marking Plan
55	CS-1005	Layout, Geometry, Signage, Striping and Marking Plan
56	CS-1006	Layout, Geometry, Signage, Striping and Marking Plan
57	CS-1007	Layout, Geometry, Signage, Striping and Marking Plan
58	CS-1009	Layout, Geometry, Signage, Striping and Marking Plan
59	CS-1012	Layout, Geometry, Signage, Striping and Marking Plan
60	CS-1013	Layout, Geometry, Signage, Striping and Marking Plan
61	CS-1015	Layout, Geometry, Signage, Striping and Marking Plan
62	CS-1016	Layout, Geometry, Signage, Striping and Marking Plan
63	CS-1017	Layout, Geometry, Signage, Striping and Marking Plan
64	CS-1018	Layout, Geometry, Signage, Striping and Marking Plan
65	CS-1019	Layout, Geometry, Signage, Striping and Marking Plan
66	CG-1001	Grading and Utility Plan
67	CG-1003	Grading and Utility Plan
68	CG-1004	Grading and Utility Plan
69	CG-1005	Grading and Utility Plan
70	CG-1006	Grading and Utility Plan
71	CG-1007	Grading and Utility Plan
72	CG-1009	Grading and Utility Plan
73	CG-1012	Grading and Utility Plan
74	CG-1013	Grading and Utility Plan
75	CG-1015	Grading and Utility Plan
76	CG-1016	Grading and Utility Plan
77	CG-1017	Grading and Utility Plan
78	CG-1018	Grading and Utility Plan
79	CG-1019	Grading and Utility Plan
80	C-2001	Park Road Profiles

81	C-2002	Park Road Profiles
82	C-2003	Park Road Profiles
83	C-2004	Park Road Profiles
84	C-2031	Louisville Loop Profiles
85	C-2032	Louisville Loop Profiles
86	C-2033	Louisville Loop Profiles
87	C-2034	Louisville Loop Profiles
88	C-3001	Louisville Loop Cross-Sections
89	C-3002	Louisville Loop Cross-Sections
90	C-3003	Louisville Loop Cross-Sections
91	C-3004	Louisville Loop Cross-Sections
92	C-3005	Louisville Loop Cross-Sections
93	C-3006	Louisville Loop Cross-Sections
94	C-3007	Louisville Loop Cross-Sections
95	C-3008	Louisville Loop Cross-Sections
96	C-3009	Louisville Loop Cross-Sections
97	C-3010	Louisville Loop Cross-Sections
98	C-3011	Louisville Loop Cross-Sections
99	C-3012	Louisville Loop Cross-Sections
100	C-3013	Louisville Loop Cross-Sections
101	C-3014	Louisville Loop Cross-Sections
102	C-3015	Louisville Loop Cross-Sections
103	C-3016	Louisville Loop Cross-Sections
104	C-3017	Louisville Loop Cross-Sections
105	C-3018	Louisville Loop Cross-Sections
106	C-3024	Park Road Cross-Sections
107	C-3025	Park Road Cross-Sections
108	C-3026	Park Road Cross-Sections
109	C-3027	Park Road Cross-Sections
110	C-3028	Park Road Cross-Sections

SHEET	DRAWING	DESCRIPTION
111	C-3029	Park Road Cross-Sections
112	C-3030	Park Road Cross-Sections
113	C-3031	Park Road Cross-Sections
114	C-3032	Park Road Cross-Sections
115	C-3033	Park Road Cross-Sections
116	C-3034	Park Road Cross-Sections
117	C-3035	Park Road Cross-Sections
118	C-3036	Park Road Cross-Sections
119	C-3037	Park Road Cross-Sections
120	C-3038	Park Road Cross-Sections
121	C-3039	Park Road Cross-Sections
122	C-3040	Park Road Cross-Sections
123	C-3041	Park Road Cross-Sections
124	C-3042	Park Road Cross-Sections
125	C-3043	Park Road Cross-Sections
126	C-3044	Park Road Cross-Sections
127	C-3045	Park Road Cross-Sections
128	C-3046	Park Road Cross-Sections
129	C-3047	Park Road Cross-Sections
130	C-3048	Park Road Cross-Sections
131	C-3049	Park Road Cross-Sections
132	C-3050	Park Road Cross-Sections
133	C-3051	Park Road Cross-Sections
134	C-3052	Park Road Cross-Sections
135	C-3053	Park Road Cross-Sections
136	C-3054	Park Road Cross-Sections
137	C-3055	Park Road Cross-Sections
138	C-3056	Park Road Cross-Sections
139	C-3057	Park Road Cross-Sections
140	C-4001	Culvert Sections
141	C-4002	Culvert Plan
142	C-4003	Culvert Plan
143	C-4004	Culvert Pipe Sections
144	C-4005	I-64 Underpass Site Layout and Grading Plan
145	C-4006	Cross-Sections and Profile
146	C-4007	I-64 Underpass Pipe Sections
147	C-4008	ConSpan Details
148	C-4009	ConSpan Details
149	C-4010	ConSpan Details
150	C-4011	ConSpan Details

151	C-4012	ConSpan Details
152	C-4013	MP Arch Details
153	C-4014	MP Arch Details
154	C-4015	MP Arch Details
155	C-4016	MP Arch Details
156	C-5001	Site Details
157	C-6001	Alignment Data Project 2A
158	C-7001	Typical Sections Park Road and Louisville Loop
159	C-7002	Typical Sections Park Road and Louisville Loop
160	C-8001	Drainage Map and Culvert Summary Sheet
161	L-5001	Culvert Headwall Details
162	ST-1001	Title Sheet Bridge F-101
163	SN-1001	General Notes Bridge F-101
164	SN-1002	General Notes Bridge F-101
165	SO-1001	Layout Bridge F-101
166	SU-1001	Subsurface Data Bridge F-101
167	SP-1001	Foundation Layout Bridge F-101
168	SA-1001	Leaping Abutment Details Bridge F-101
169	SA-1002	West Wing Plan and Elevation Details Bridge F-101
170	SA-1003	East Wing Plan and Elevation Details Bridge F-101
171	SA-1004	Leaping Abutment Wing Details Bridge F-101
172	SA-1005	Wingwall Stone Details Bridge F-101
173	SA-1006	Leaping Abutment Details Bridge F-101
174	SA-1050	Landing End Bent Details Bridge F-101
175	SA-1051	Landing End Bent Details Bridge F-101
176	SA-1052	Landing End Bent Details Bridge F-101
177	SA-1053	Landing End Bent Details Bridge F-101
178	SA-1054	Landing End Bent Details Bridge F-101
179	SF-1001	Framing Plan and Structural Steel Details Bridge F-101
180	SG-1001	Structural Steel Details Bridge F-101
181	SG-1002	Structural Steel Details Bridge F-101
182	SB-1001	Bearing Details Bridge F-101
183	SS-1001	Superstr. Details Bridge F-101
184	SS-1002	Barrier Railing Details Bridge F-101
185	SS-1003	Steel Railing Details Bridge F-101
186	SS-1004	Superstr. Details Bridge F-101
187	SS-1005	Superstr. Details Bridge F-101
188	SS-1006	Superstr. Details Bridge F-101
189	SC-1001	Constr. Elevations Bridge F-101
190	SC-1002	Constr. Elevations Bridge F-101

191	SD-1001	Approach Slab Bridge F-101
192	SM-1001	Stone Stepping Details Bridge F-101
193	SM-1002	Stone Stepping Details Bridge F-101
194	SM-1003	Stone Stepping Details Bridge F-101
195	SM-1004	Stone Stepping Details Bridge F-101
196	SM-1005	Concrete Slopewall Details Bridge F-101
197	ST-2001	Title Sheet Bridge F-102
198	SN-2001	General Notes Bridge F-102
199	SN-2002	General Notes Bridge F-102
200	SO-2001	Layout Bridge F-102
201	SU-2001	Subsurface Data Bridge F-102
202	SP-2001	Foundation Layout Bridge F-102
203	SA-2001	Leaping Abutment Details Bridge F-102
204	SA-2002	West Wing Plan and Elevation Details Bridge F-102
205	SA-2003	West Wing Plan and Elevation Details Bridge F-102
206	SA-2004	Leaping Abutment Wing Details Bridge F-102
207	SA-2005	Wingwall Stone Details Bridge F-102
208	SA-2006	Leaping Abutment Details Bridge F-102
209	SA-2050	Landing End Bent Details Bridge F-102
210	SA-2051	Landing End Bent Details Bridge F-102
211	SA-2052	Landing End Bent Details Bridge F-102
212	SA-2053	Landing End Bent Details Bridge F-102
213	SA-2054	Landing End Bent Details Bridge F-102
214	SF-2001	Framing Plan and Structural Steel Details Bridge F-102
215	SG-2001	Structural Steel Details Bridge F-102
216	SG-2002	Structural Steel Details Bridge F-102
217	SB-2001	Bearing Details Bridge F-102
218	SS-2001	Superstr. Details Bridge F-102
219	SS-2002	Barrier Railing Details Bridge F-102
220	SS-2003	Steel Railing Details Bridge F-102

SHEET	DRAWING	DESCRIPTION
221	SS-2004	Superstr. Details Bridge F-102
222	SS-2005	Superstr. Details Bridge F-102
223	SS-2006	Superstr. Details Bridge F-102
224	SC-2001	Constr. Elevations Bridge F-102
225	SC-2002	Constr. Elevations Bridge F-102
226	SD-2001	Approach Slab Bridge F-102
227	SM-2001	Stone Stepping Details Bridge F-102
228	SM-2002	Stone Stepping Details Bridge F-102
229	SM-2003	Stone Stepping Details Bridge F-102
230	SM-2004	Stone Stepping Details Bridge F-102
231	SM-2005	Concrete Slopewall Details Bridge F-102
232	SW-7001	Wall 7 Details
233	SW-7002	Wall 7 Details
234	SW-7003	Wall 7 Details
235	SW-7004	Wall 7 Details
236	CB-4001	Bioengineering and Planting Plan at Bridge F-101
237	CB-4002	Bioengineering and Planting Plan at Bridge F-102
238	CB-5001	Bioengineering and Planting Details
239	CB-6001	Planting Schedules
240	SW-1001	Wall 1 Layout and Details
241	SW-2001	Wall 2 Layout and Details
242	SW-3001	Wall 3 Layout and Details
243	SW-6001	Wall 6 Layout and Details
244	UE-101	Underpass Electrical Plan

10369080.1

FIRST ADDENDUM TO CONSTRUCTION AGREEMENT

THIS FIRST ADDENDUM TO CONSTRUCTION AGREEMENT (the “**First Addendum**”) is attached to and made a part of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101—2007 (the “**Construction Agreement**”) between 21ST CENTURY PARKS, INC., a Kentucky non-profit corporation (“**Owner**”) and _____, a/an _____ (“**Contractor**”) for the project known as the Parklands of Floyd’s Fork – Project 2A, Beckley Creek Park - North in Louisville, Jefferson County, Kentucky (the “**Project**”).

WITNESSETH:

WHEREAS, Owner and Contractor desire to enter into this First Addendum to modify and/or supplement the terms of the Construction Agreement for the Project;

NOW THEREFORE, for in consideration of the foregoing recitals and in consideration of the covenants and undertakings of Owner and Contractor set forth in this First Addendum and the Construction Agreement, Owner and Contractor do hereby agree as follows:

1. Capitalized Terms; Conflict. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Construction Agreement or the General Conditions of the Contract for Construction, AIA Document A201-2007 (the “**General Conditions**”; the Construction Agreement, the General Conditions, the First Addendum and all other documents and agreements related thereto collectively referred to as the “**Contract Documents**”). In the event of any conflict or inconsistency between the terms of this First Addendum and the terms of the other Contract Documents, the terms of this First Addendum shall control.

2. Final Approval Authority. Owner has the final approval authority for (i) directing the “Work” as it relates to the Project and as such term is defined in the General Conditions and (ii) authorizing any and all “Change Orders”, “Construction Change Directives” or minor changes in the Work as such terms are defined in the General Conditions.

3. Date of Substantial Completion. The date of Substantial Completion will be set as a specific date based upon the number of days from the Commencement Date as determined and provided by Owner to Contractor.

4. Contract Sum. The Construction Agreement is a stipulated sum contract. The Contract Sum is guaranteed by the Contractor not to exceed the amount stated in the Construction Agreement, subject to additions and deductions due to Change Orders.

5. Progress Payments. All Applications for Payment made by Contractor *after* the first progress payment from Owner shall be accompanied by partial lien releases from both Contractor and all subcontractors performing the Work for all previously paid amounts.

6. Change Orders. As stated above, all Change Orders must be approved by Owner. Contractor hereby acknowledges and agrees that no payment shall be due from Owner for any Change Order not approved by Owner. In addition, Change Orders shall incorporate unit pricing and there shall be no adjustment to unit pricing for any Change Order calculations.

7. Indemnification of Owner by Contractor. Contractor hereby fully indemnifies Owner and agrees to hold Owner harmless from all losses, expenses, claims, liabilities and costs, including, without limitation, reasonable attorneys' fees, now or hereafter incurred by Owner by reason of Contractor's or its subcontractor's actions in connection with the Work or breach of, or default under, the Contract Documents arising or accruing after the date of the Construction Agreement and relating to the Work or the obligations of Contractor or its subcontractors thereunder.

8. Termination. Owner has the full right and power to terminate the Construction Agreement in its reasonable discretion; provided, however, that Contractor shall be paid for all of the Work satisfactorily performed up to and including the date of termination of the Construction Agreement.

9. Insurance Requirements. Prior to the commencement of the Work, Contractor shall obtain at its own cost and expense the types of insurance set out below through insurance companies licensed in the Commonwealth of Kentucky and which have an A.M. Best Rating of no less than "B+VI" unless proper financial information relating to the company is submitted to and approved by Owner. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Contractor and its subcontractors shall not commence the Work until all insurance required under the Contract Documents has been obtained and until copies of such policies (or certificates thereof in form and substance acceptable to Owner) are submitted to and approved by the Owner.

Without limiting Contractor's indemnification requirements under the Contract Documents, it is agreed that Contractor shall maintain in force at all times during the Work the following policy or policies of insurance covering its operations, and require its subcontractors to procure and maintain these same policies until completion of the Work. Owner may require Contractor to supply proof of subcontractors' insurance via Certificates of Insurance, or at Owner's option, actual copies of policies.

A. The following clause shall be added to Contractor's and its subcontractor's Commercial General Liability Policies:

[1] "21st Century Parks, Inc., its employees, agents and successors, and the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as "Additional Insureds" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified:

[1] COMMERCIAL GENERAL LIABILITY, a \$1,000,000 Combined Single Limit for any one occurrence for Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 aggregate including:

- [a] Premises – Operations Coverage
- [b] Products and Completed Operations
- [c] Contractual Liability
- [d] Broad Form Property Damage
- [e] Independent Contractors Protective Liability
- [f] Personal Injury

[2] AUTOMOBILE LIABILITY, insuring all owned, non-owned and hired motor vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

[3] WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 each Accident/\$500,000 Disease – Policy Limit/\$100,000 Disease – each Employee.

[4] BUILDERS RISK INSURANCE (IF NEW BUILDING CONSTRUCTION OR STRUCTURAL RENOVATION). The Contractor must provide evidence of "Builders Risk" insurance coverage prior to beginning construction in either the form of a Certificate of Insurance acceptable to Owner or actual copies of policies. Contractor shall purchase an "All Risk" (Comprehensive Form including theft of building materials, flood, earthquake, and Building Ordinance coverage including loss to the undamaged portion of the improvements; demolition and removal costs of undamaged parts of the structure; and any increase cost of repairs or reconstruction) Builders Risk policy with Limits of Liability equaling the full estimated Replacement Cost of the improvements being constructed or full renovation costs including the Actual Cash Value of existing improvement(s), plus Replacement Cost of labor and materials. The policy shall list Owner and, if applicable, the Louisville/Jefferson County Metro Government ("Louisville Metro") as "Named Insured/Owner". The maximum deductible which may be purchased by the Contractor under this policy is \$250,000 or 5% of the

total amount of the Contract Sum, whichever is less, and Contractor shall be solely responsible for reimbursing Owner and, if applicable, the Louisville Metro for the deductible amount should the improvements be damaged by fire or other peril prior to completion of work and acceptance by 21st Century Parks, Inc.

[5] PROFESSIONAL SERVICES INSURANCE REQUIREMENT. If the Contractor is authorized to subcontract portions of the Work to be performed under the Contract Documents to subcontractors relied upon principally because of the professional services rendered by their firm (such as but not limited to, surveyors, civil, structural, geotechnical or other professional engineering services), the Contractor shall also require that these subcontractors provide proof to the Contractor, via a Certificate of Insurance acceptable to Owner, that the subcontractor has purchased Professional Liability (Errors and Omissions) insurance, which includes a minimum Limit of Liability of \$1,000,000 per claim and aggregate, in addition to the other types of insurance referenced above for subcontractors. The Contractor is responsible for obtaining and maintaining copies of these Certificates of Insurance until final acceptance of work by Owner, and for making these Certificates available to Owner, upon request.

C. Contractor shall procure and maintain insurance policies as described herein and for which Owner shall be furnished Certificates of Insurance acceptable to Owner prior to the commencement of the Work. The Certificates of Insurance shall include provisions stating that the policies may not be cancelled without Owner and Louisville Metro having been provided at least thirty (30) days written notice. The Certificates of Insurance shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Work, renewal Certificates of Insurance shall be furnished to Owner at least thirty (30) days prior to the expiration of any policy(s).

D. Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under the Contract Documents. Further, Contractor will not reduce any coverage amount below the limits required in this First Addendum.

E. Approval of the insurance by Owner shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Owner does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.

10. Kentucky Fairness in Construction Act. Owner and Contractor hereby agree to comply with the provisions of the Kentucky Fairness in Construction Act, sections 371.400-.425 of the Kentucky Revised Statutes ("**KRS**"), as if the same were fully set forth and incorporated herein as part of the Construction Agreement and this First Addendum, including, without limitation, the provision in KRS § 371.410 stating

that Owner, Contractor or any subcontractor may withhold no more than ten percent (10%) retainage from the amount of any undisputed payment due until fifty percent (50%) of the Work is completed and no more than five percent (5%) retainage of the total contract amount after fifty-one percent (51%) of the Work is completed.

11. Waiver of Escrow Requirement for Retainage. Contractor hereby waives the requirement under KRS § 371.160 that retainage be held in a separate escrow account.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this First Addendum as of
the ____ day of _____, 2011.

OWNER:

21st CENTURY PARKS, INC.,
a Kentucky non-profit corporation

By: _____
Daniel H. Jones, President

CONTRACTOR:

_____,
a/an _____

By: _____

Name: _____

Title: _____

SECOND ADDENDUM TO CONSTRUCTION AGREEMENT

THIS SECOND ADDENDUM TO CONSTRUCTION AGREEMENT (the "**Second Addendum**") is attached to and made a part of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101—2007 (the "**Construction Agreement**") between 21ST CENTURY PARKS, INC., a Kentucky non-profit corporation ("**Owner**") and _____, a/an _____ ("**Contractor**") for the project known as the Parklands of Floyd's Fork – Project 2A, Beckley Creek Park - North in Louisville, Jefferson County, Kentucky (the "**Project**").

WITNESSETH:

WHEREAS, through federal funds provided on an annual basis by the Federal Highway Administration ("**FHWA**"), the Kentucky Transportation Cabinet (the "**KYTC**") will reimburse Owner for certain costs spent by Owner in connection with the Project;

WHEREAS, in order to receive such reimbursements from KYTC, any agreements entered into by Owner with contractors working on the Project must comply with certain federal and state laws applicable to projects funded by the FHWA;

WHEREAS, Owner and Contractor desire to enter into this Second Addendum to modify and/or supplement the terms of the Construction Agreement and the First Addendum to Construction Agreement (the "**First Addendum**") to comply with such federal and state laws applicable to the Project for FHWA funding;

NOW THEREFORE, for in consideration of the foregoing recitals and in consideration of the covenants and undertakings of Owner and Contractor set forth in this Second Addendum, the Construction Agreement, and the First Addendum, Owner and Contractor do hereby agree as follows:

1. Capitalized Terms; Conflict. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Construction Agreement, the First Addendum or the General Conditions of the Contract for Construction, AIA Document A201-2007 (the "**General Conditions**"; the Construction Agreement, the General Conditions, the First Addendum, the Second Addendum and all other documents and agreements related thereto collectively referred to as the "**Contract Documents**"). In the event of any conflict or inconsistency between the terms of this Second Addendum and the terms of the other Contract Documents, the terms of this Second Addendum shall control.

2. Accounting Practices and Recordkeeping; Applications for Payment. Contractor shall keep full and detailed records and accounts related to the cost of the Work and shall preserve such records and accounts for a period of three (3) years after receipt of final payment. Contractor hereby agrees to make such records and accounts available to Owner, if requested, and acknowledges that such records and accounts are subject to review by KYTC and other governmental agencies or their duly authorized

representatives. The accounting and control systems used by Contractor must be satisfactory to Owner and in accordance with generally accepted accounting principles. All Applications for Payment made by Contractor shall be accompanied by (i) an invoice and two (2) copies of adequate documentation for the costs shown on such invoice and (ii) partial lien releases from both Contractor and all subcontractors performing the Work for all previously paid amounts.

3. Compliance with Federal Law. Owner and Contractor hereby agree that the terms of the Contract Documents as well as the completion of the Work and the conduct of the parties under such Contract Documents must be in accordance with all applicable statutes, regulations, directives, policies, guidelines, procedures, and other program or technical provisions issued by or governing the FHWA and/or applicable to Federal-aid funded projects like the Project, including but not limited to the following:

- A. the National Environmental Policy Act of 1969;
- B. the Davis-Bacon Act and related acts, including but not limited to the requirement that the Contractor and all subcontractors shall pay the various classes of laborers and mechanics employed to do the Work the wage rates and fringe benefits determined by the Secretary of Labor to be prevailing for corresponding classes of employees engaged on similar projects in the locality and that the applicable wage determination be included in the applicable contract;
- C. the Contract Work Hours and Safety Standards Act, including but not limited to the weekly overtime pay requirements and the restriction that no laborer or mechanic employed in the performance of the Work shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety;
- D. the Copeland "Anti-Kickback" Act, including but not limited to the restriction that no person working on a Federally funded or assisted construction project shall be required to give up any part of the compensation to which he or she is entitled under his or her contract of employment;
- E. Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21);
- F. Equal employment opportunity requirements set forth under laws, executive orders, rules, regulations and orders of the Secretary of Labor including but not limited to the Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3, and including but not limited to the requirement not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability and the requirement to take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or disability, such affirmative actions including but not limited to employment, upgrading, demotion, transfer, recruitment,

recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection of training;

G. the Disadvantaged Business Enterprise (“**DBE**”) requirements contained in 49 CFR Part 26; and

H. the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, P.L. 93-122 and other applicable federal regulations relating thereto and issued by the United States Department of Transportation.

In addition to the incorporation of requirement set forth above, Owner and Contractor hereby agree to incorporate into the Contract Documents, including all contracts with subcontractors, the provisions set forth in the “Required Contract Provisions Federal-Aid Construction Contracts” set forth on **Schedule I** attached hereto and fully incorporated herein (the “**Required Provisions Exhibit**”); provided, however, that Attachment A to the Required Provisions Exhibit is not applicable to the Project and shall be disregarded in its entirety.

4. Compliance with State Law. Owner and Contractor hereby agree that the terms of the Contract Documents as well as the completion of the Work and the conduct of the parties under such Contract Documents must be in accordance with all applicable statutes, regulations, directives, policies, guidelines, procedures, and other program or technical provisions issued by or governing KYTC and/or applicable to Federal-aid funded projects like the Project, including but not limited to the following:

A. Chapter 45A of the Kentucky Revised Statutes (“**KRS**”), including but not limited to the right of the KYTC, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, to have access to any of Contractor’s books, documents, papers, records, or other evidence which are directly pertinent to the Project, the Work or the Contract Documents;

B. KRS § 523.020 which requires Contractor to swear under penalty of perjury that neither Contractor nor its managers or members has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky and an award of the Work under the Contract Documents to Contractor will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky;

C. KRS Chapter 136 in regard to the corporate and utility tax;

D. KRS Chapter 139 in regard to the state sales and use tax;

E. KRS Chapter 141 in regard to the income tax;

F. KRS Chapter 337 in regard to wages and hours laws;

G. KRS Chapter 338 in regard to occupational safety and health law;

H. KRS Chapter 341 in regard to unemployment compensation law;
and

I. KRS Chapter 342 in regard to workers compensation insurance
law.

5. Retainage. Owner and Contractor hereby covenant and agree that no retainage shall be withheld from payments to Contractor or any subcontractors in connection with the Project.

6. Demobilization. The demobilization amount ("**Demobilization**") required by KYTC shall be equal to three percent (3%) of the Contract Sum. Upon Substantial Completion as certified by the Architect and approved by the Owner, one half of the Demobilization shall be released to Contractor. Upon final acceptance of the Work by Owner, including completion of all punch list items, the remaining one half of the Demobilization shall be released to Contractor.

7. Prohibited Payments. Owner and Contractor hereby covenant and agree that no funds have been or will be paid to a member of or delegate to the Congress of the United States in connection with the Work or the Contract Documents, nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of the Contract Documents.

8. DBE Goals and Requirements for the Project. Owner and Contractor hereby agree that there shall be a goal of five percent (5%) of the total Contract Sum to be awarded to DBEs. In addition, Owner has determined and Contractor hereby agrees that neither Owner nor Contractor shall hold any retainage from any DBE subcontractors.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Second Addendum as of the ____ day of _____, 2011.

OWNER:

21st CENTURY PARKS, INC.,
a Kentucky non-profit corporation

By: _____
Daniel H. Jones, President

CONTRACTOR:

_____,
a/an _____

By: _____

Name: _____

Title: _____

SCHEDULE I

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General-----	1
II. Nondiscrimination-----	1
III. Nonsegregated Facilities-----	3
IV. Payment of Predetermined Minimum Wage-----	3
V. Statements and Payrolls-----	6
VI. Record of Materials, Supplies, and Labor-----	6
VII. Subletting or Assigning the Contract-----	7
VIII. Safety: Accident Prevention-----	7
IX. False Statements Concerning Highway Projects-----	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act-----	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
XII. Certification Regarding Use of Contract Funds for Lobbying-----	9

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

SECTION 00700

GENERAL CONDITIONS

The General Conditions of this contract is the American Institute of Architects' Document A201-2007, "The General Conditions of the Contract for Construction", consisting of 15 articles as follows.

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Parklands of Floyd’s Fork – Project 2A
Beckley Creek Park - North
Louisville, Jefferson County, Kentucky

THE OWNER:
(Name, legal status and address)
21st Century Parks, Inc., a Kentucky non-profit corporation
Attn: Joe Daley
471 West Main Street
Suite 202
Louisville, Kentucky 40202

THE ARCHITECT:
(Name, legal status and address)
Wallace Roberts & Todd, LLC
1700 Market Street
28th Floor
Philadelphia, Pennsylvania 19103

TABLE OF ARTICLES

- 1
- GENERAL PROVISIONS
- 2
- OWNER
- 3
- CONTRACTOR
- 4
- ARCHITECT
- 5
- SUBCONTRACTORS
- 6
- CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7
- CHANGES IN THE WORK
- 8
- TIME
- 9
- PAYMENTS AND COMPLETION
- 10
- PROTECTION OF PERSONS AND PROPERTY
- 11
- INSURANCE AND BONDS
- 12
- UNCOVERING AND CORRECTION OF WORK
- 13
- MISCELLANEOUS PROVISIONS
- 14
- TERMINATION OR SUSPENSION OF THE CONTRACT
- 15
- CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,
11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and
Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect’s Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect’s Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect’s Approvals
2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect’s Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect’s Copyright
1.1.7, 1.5
Architect’s Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3
Architect’s Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect’s Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect’s Interpretations
4.2.11, 4.2.12
Architect’s Project Representative
4.2.10
Architect’s Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,
15.2
Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect’s Representations
9.4.2, 9.5.1, 9.10.1
Architect’s Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys’ Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
**Award of Subcontracts and Other Contracts for
Portions of the Work**
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit
3.7.1

Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3

Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,
5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10,
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,
12.1.2, 15.1.3

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1,
9.3.1.1, 11.3.9

Claims, Definition of
15.1.1

CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

Claims for Additional Time
3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, **15.1.5**

Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1

Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,
15.1.4

Commencement of the Work, Definition of
8.1.2

Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 13.7

Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4,
10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder
15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,
9.3.1.1

Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.3

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**

Contract Administration
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4,
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,
15.2.5

Contract Sum, Definition of
9.1

Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,
15.1.5.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12,
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 15.2.8

Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,
15.4.1

Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2, 11.3.1

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,
9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1,
13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14,
15.2.8, 15.4.1

Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance
11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.4, 14.2.2

Owner's Right to Clean Up
6.3

**Owner's Right to Perform Construction and to
Award Separate Contracts**
6.1

Owner's Right to Stop the Work
2.3

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2

**Ownership and Use of Drawings, Specifications
and Other Instruments of Service**
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17,
4.2.12, 5.3.1

Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents
3.17

Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,
13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**

Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION
9

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB
10.3.1

Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4

Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF
10

Polychlorinated Biphenyl
10.3.1

Product Data, Definition of
3.12.2

Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7

Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of
1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, 11.3

PROTECTION OF PERSONS AND PROPERTY
10

Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work
3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens
9.10.2

Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor’s Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect’s
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing
4.2.6, 12.2.1, 13.5

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations
13.7, 15.4.1.1

Stopping the Work
2.3, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12

Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,
15.4.1

Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
15.1.2



ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

SECTION 00800

INFORMATION AVAILABLE TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
 - 1. Subsurface investigation report.

1.2 SUBSURFACE INVESTIGATION REPORT

- A. A copy of a geotechnical reports for the bridges, Park Road, Louisville Loop and retaining walls is available for viewing at the following FTP site:
<http://link.wrtdesign.com/05j>
- B. This report identifies properties of below-grade conditions and offers recommendations for design of foundations, prepared primarily for use of Architect/Engineer.
- C. Recommendations described are not requirements of this Contract, unless specifically referenced in the Contract Documents.
- D. This report, by its nature, cannot reveal all conditions existing on the site. Should subsurface conditions be found to vary substantially from this report, changes in design and construction of foundations will be made, with resulting credits or expenditures to Contract Price/Sum accruing to Owner.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work under other contracts.
 - 4. Use of premises.
 - 5. Specification formats and conventions.
- B. Related Sections include Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: The Parklands at Floyds Fork – Project 1, The Creekside Playground at the Creekside Center.
 - 1. Project Location: 15712 Shelbyville Rd, Louisville, Kentucky 40245.
- B. Owner: 21st Century Parks, Inc..
 - 1. Owner's Representative: Joseph Daley, 471 W. Main Street, Suite 202, Louisville, KY 40202.
- C. Architect:
 - 1. Prime: Wallace Roberts & Todd, LLC., 1700 Market St., 28th Floor, Philadelphia, PA 19103.
 - 2. Local Architect: Bravura Corporation, 111 W. Washington Street, Suite 200, Louisville KY 40202.
- D. The Work consists of the following:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1. Components of the site design include: demolition; general grading; dry laid stone headwalls and endwalls; asphalt paving; culverts; con-spans, retaining walls; concrete paving; seeding and guardrails.

Components of the bridges include: cast-in-place concrete for slab, barriers, diaphragms, abutment, end bent, wingwalls, approach slab, and 6" sloped wall, plain and epoxy coated reinforcement, stainless steel railing, haunched weathering steel plate girders, steel h-piles, variegated stone blocks for landscaping and erosion control, roughback and smooth finish variegated stone blocks for abutment facing, structure granular backfill, cyclopean stone riprap, gabion walls, and mattress units for channel lining Class IA.

Components of the bioengineering around the bridges include: soil riprap; live-branch layering; rock toe of slope and plantings.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 USE OF PREMISES

- A. General: Each Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Each Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders and approved by the Owner, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum as requested and approved by the Owner.

1.4 PROCEDURES

- A. Unit prices include all necessary material, cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. List of Unit Prices: A list of unit prices is included in the Bid Form. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
- C. Measurement and Payment for Change Orders only: Refer to individual Specification Sections for establishment of unit prices.
- D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor .

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

1.5 UNIT PRICE LIST

- A. The following Unit Price List is for reference only and is not to be submitted with the Bid Form. The awarded contractor will be required to submit the completed final Unit Price List to the Owner for review and concurrence prior to proceeding as stated in the contract agreements.

ITEM	UNIT OF MEASURE	UNIT PRICE
<u>SITE WORK</u>		
Minor Excavation (Earth) < 50 Cu. Yd	Per Cu. Yd.	
Major Excavation (Earth) > 50 Cu. Yd	Per Cu. Yd.	
Minor Excavation (Trench)	Per Cu. Yd.	
(Remove unsuitable soil & replace w/ compacted acceptable soils/engineered fill)		
Backfill & Compaction (Material from site)	Per Cu. Yd.	
Borrow (Hauled in & compacted & graded)	Per Cu. Yd.	
DGA (In place and compacted)	Per Cu. Yd	
Embankment (Placed, compacted & graded)	Per Cu. Yd.	
Park Road Asphalt Pavement, complete	Per Sq. Yd.	
Louisville Loop Concrete Pvmt, complete	Per Sq. Yd.	
Parking Asphalt Pavement, complete	Per Sq. Yd.	
6" Concrete Pavement, Installed	Per Sq. Yd.	
10" Concrete Pavement, Installed	Per Sq. Yd.	
Mill 1 ½" & Install Asphalt Surface	Per Sq. Yd.	
6" Header Curb	Per Lin. Ft.	
6" Integral Curb	Per Lin. Ft.	
Weathering Steel "W" Guardrail, Installed	Per Lin. Ft.	
8" Water Service Water Line	Per Lin. Ft.	
8" Water Line Valve	Each	
4" Dia. Schedule 40 PVC Drain Line	Per Lin. Ft.	
12" RCP (In place & backfilled)	Per Lin. Ft.	
15" RCP (In place & backfilled)	Per Lin. Ft.	
18" RCP (In place & backfilled)	Per Lin. Ft.	
24" RCP (In place & backfilled)	Per Lin. Ft.	
23"x14" RCEP (In place & backfilled)	Per Lin. Ft.	
30"x19" RCEP (In place & backfilled)	Per Lin. Ft.	
12" Dry Laid Creekstone Headwall	Each	
15" Dry Laid Creekstone Headwall	Each	
18" Dry Laid Creekstone Headwall	Each	
UNIT PRICES		012200-2

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

24" Dry Laid Creekstone Headwall	Each	
23"x14" Dry Laid Creekstone Headwall	Each	
30"x19" Dry Laid Creekstone Headwall	Each	
Bumper Block (Installed)	Each	
Erosion Control Blanket	Per Sq. Yd.	
Silt Fencing	Per Lin. Ft.	
Reinforced Silt Fencing	Per Lin. Ft.	
Stone Bag Inlet Protection	Each	
Winged Headwall Inlet Protection	Each	
Straight Headwall Inlet Protection	Each	
Stone Bag Check Dam in Small Ditch	Each	
Rock Ditch Check	Each	
Stabilized Construction Entrance	Per Sq. Yd.	
Tree Protection Fencing	Per Lin. Ft.	
12" Headwall - KDOH RDH-030-03	Each	
12" Headwall - KDOH RDH-030-03	Each	
15" Headwall - KDOH RDH-030-03	Each	
18" Headwall - KDOH RDH-030-03	Each	
24" Headwall - KDOH RDH-020-03	Each	
23"x14" Headwall - MSD DH-01-01	Each	
23"x14" Headwall - KDOH RDH-010-02	Each	
30"x19" Headwall - KDOH RDH-010-02	Each	

RETAINING WALLS

Structure Granular Backfill	Cu. Yd.	
Fabric – Geotextile, Type I	Sq. Yd.	
Retaining Wall – Segmental	Sq. Yd.	
Retaining Wall Erection – Segmental	Sq. Yd.	
Leveling Pad, Crushed Aggregate	Lin. Ft.	
Structure Excavation, Common	Cu. Yd.	
Structure Excavation, Rock	Cu. Yd.	

BRIDGE F-101

Structure Granular Backfill	Cu. Yd.	
Channel Lining Class IA	Ton	
Fabric – Geotextile, Type I	Sq. Yd.	

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

Retaining Wall – Gabion	Cu. Yd.	
Masonry Coating	Sq. Yd.	
Structure Excavation, Common	Cu. Yd.	
Structure Excavation, Rock	Cu. Yd.	
Cofferdam	Lump Sum	
6” Reinforced Concrete Slopewall	Sq. Yd.	
Cyclopean Stone Riprap	Ton	
Test Pile	Lin. Ft.	
Pre-Drilling for Piles	Lin. Ft.	
Piles-Steel HP14x89	Lin. Ft.	
Pile Points, 14”	Each	
Concrete Class “A”	Cu. Yd.	
Concrete Class “AA”	Cu. Yd.	
Steel Reinforcement	Lbs.	
Steel Reinforcement, Epoxy Coated	Lbs.	
Structural Steel (Lbs given in plans)	Lump Sum	
Shear Connectors (Lbs given in plans)	Lump Sum	
Armored Edge	Lin. Ft.	
Approach Slab	Sq. Yd.	
Stainless Steel Railing	Lin. Ft.	
Variegated Limestone Blocks	Ton	
Roughback Finish Limestone Blocks	Ton	
Smooth Finish Limestone Blocks	Ton	
Cold Fluid-Applied Waterproofing	Sq. Yd.	

BRIDGE F-102

Structure Granular Backfill	Cu. Yd.	
Channel Lining Class IA	Ton	
Fabric – Geotextile, Type I	Sq. Yd.	
Retaining Wall – Gabion	Cu. Yd.	
Masonry Coating	Sq. Yd.	
Structure Excavation, Common	Cu. Yd.	
Structure Excavation, Rock	Cu. Yd.	
Cofferdam	Lump Sum	
6” Reinforced Concrete Slopewall	Sq. Yd.	
Cyclopean Stone Riprap	Ton	

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

Test Pile	Lin. Ft.	
Pre-Drilling for Piles	Lin. Ft.	
Piles-Steel HP12x53	Lin. Ft.	
Piles-Steel HP14x89	Lin. Ft.	
Pile Points, 12"	Each	
Pile Points, 14"	Each	
Concrete Class "A"	Cu. Yd.	
Concrete Class "AA"	Cu. Yd.	
Steel Reinforcement	Lbs.	
Steel Reinforcement, Epoxy Coated	Lbs.	
Structural Steel (Lbs given in plans)	Lump Sum	
Shear Connectors (Lbs given in plans)	Lump Sum	
Armored Edge	Lin. Ft.	
Approach Slab	Sq. Yd.	
Stainless Steel Railing	Lin. Ft.	
Variegated Limestone Blocks	Ton	
Roughback Finish Limestone Blocks	Ton	
Smooth Finish Limestone Blocks	Ton	
Cold Fluid-Applied Waterproofing	Sq. Yd.	

BIOENGINEERING AT THE BRIDGES

Canopy Trees 4 – 5 ft Container	Each	
Midstory Trees 4 – 5 ft Container	Each	
Shrubs 3 - 4 ft Container	Each	
Native Seed	Lbs.	
Coir Matting	Sq. Yd.	
Geotextile	Sq. Yd.	
12-foot long Concrete Forms	Each	
Live Branches	Per Lin. Ft.	
Rock Toe	Per Lin. Ft.	

ELECTRICAL

Sch. 80 PVC Conduit (1-1/4") in trench with DGA backfill (installed)		
Per Lin. Ft.		
Concrete Pole Base (Installed)	Each	
Outdoor Pull Box (Installed)	Each	

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

Concrete Encased Sch. 40 PVC Conduit (4”) Duct Bank (installed)
Per Lin. Ft.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 3. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 3. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor and approved by the Owner allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

2. Submit the Schedule of Values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing.
 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 5th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Payment Application Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included at end of this Section.
- F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- G. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Submittals Schedule (preliminary if not final).
 - 5. List of Contractor's staff assignments.
 - 6. Copies of building permits.
 - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 8. Report of preconstruction conference.
 - 9. Certificates of insurance and insurance policies.
 - 10. Performance and payment bonds.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Distribution of the Contract Documents.
 - i. Submittal procedures.
 - j. Preparation of Record Documents.
 - k. Use of the premises.
 - l. Responsibility for temporary facilities and controls.
 - m. Construction waste management and recycling.
 - n. Parking availability.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- o. Office, work, and storage areas.
 - p. Equipment deliveries and priorities.
 - q. First aid.
 - r. Security.
 - s. Site cleanup.
 - t. Working hours.
 - 3. Minutes: Architect will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.
- 3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Identify each page of attachments with the RFI number and sequential page number.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Use CSI Log Form 13.2B. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

5. Description of the Work covered.
 6. Scheduled date for Architect's final release or approval.
- C. Preliminary Construction Schedule: Submit two opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
- F. Special Reports: Submit two copies at time of unusual event.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 4. Startup and Testing Time: Include not less than seven days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial Completions and occupancies.
 - 19. Substantial Completions authorized.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 8. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - 9. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

- c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- 1. Transmittal Form: Use AIA Document G810.
 - 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- m. Signature of transmitter.
 - 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
 - I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Reviewed" or "Reviewed with Comments as Noted."
 - J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - K. Use for Construction: Use only final submittals with mark indicating "Reviewed" or "Reviewed with Comments as Noted" taken by Architect.
- 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES
- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Execution of Architect's standard release form.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit six copies of Product Data, unless otherwise indicated. Architect will return four copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit six opaque (bond) copies of each submittal. Architect will return four copies.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- S. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
 - 1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S / ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. "Reviewed" or "Reviewed with Comments as Noted."
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
C.	Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.	
CE	Army Corps of Engineers www.usace.army.mil	

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
- | | | |
|-------|---|----------------------------------|
| ADAAG | Americans with Disabilities Act (ADA)
Architectural Barriers Act (ABA)
Accessibility Guidelines for Buildings and Facilities
Available from Access Board | (800) 872-2253
(202) 272-0080 |
|-------|---|----------------------------------|

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

	www.access-board.gov	
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from General Services Administration www.gsa.gov	(215) 697-2664 (202) 619-8925
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution" for progress cleaning requirements.
 - 4. Divisions 02 through 49 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- D. Water Service: Contractor is responsible for providing all water for all entities for construction operations. Pay water service use charges for water used by all entities for construction operations.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum **2-inch**, 9-gage, galvanized steel, chain-link fabric fencing; minimum **6 feet** high with galvanized steel pipe posts; minimum **2-3/8-inch** OD line posts and **2-7/8-inch** OD corner and pull posts, with **1-5/8-inch** OD top and bottom rails. Provide concrete bases for supporting posts.
- B. Tree Protection inside the Trees Dripline:
 - 1. Wood Boards: 6" x 6' x 2" thick boards loosely cabled at top, bottom and center.
 - 2. Hay Bales
 - 3. Plywood: ¾" thick plywood sheets at tree base to absorb or spread any vehicular loads over the root area within the tree dripline.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and ~~4-foot-~~ square tack board.
 3. Drinking water.
 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of ~~68 to 72 deg F.~~
 5. Lighting fixtures capable of maintaining average illumination of ~~20 fc~~ at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead or underground, unless otherwise indicated.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- H. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.
 - 1. Provide DSL in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within **30 feet** of building lines. Comply with NFPA 241.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction. Maintain traffic on US60 per KYTC requirements.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel, or provide temporary.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Project Identification and Temporary Signs: Provide Project identification and other signs as needed. Locations to be coordinated with Architect. Install signs to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Security Enclosure and Lockup: Contractor is responsible for securing all open spaces in the project site. All security measures are to be reviewed by the Owner and Architect before commencement of work.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
 - B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
 - C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.
- 1.5 QUALITY ASSURANCE
- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING
- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 - 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 - 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 - 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 - 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor, if requested.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 7'-6" in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Mechanical systems piping and ducts.
 - 3. Control systems.
 - 4. Communication systems.
 - 5. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Equipment supports.
 4. Piping, ductwork, vessels, and equipment.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 02 Section "Selective Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
 - 2. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 6. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch** paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems, and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit one draft copy of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Flood.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.**
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.**

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including Record Drawings.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up Record Prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set of marked-up Record Prints. Architect will initial, date, and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set of marked-up Record Prints. Print each Drawing, whether or not changes and additional information were recorded.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 - 1. Motorized doors, including overhead coiling doors overhead coiling grilles and automatic entrance doors.
 - 2. HVAC systems, including exhaust fans.
 - 3. HVAC instrumentation and controls.
 - 4. Electrical service and distribution, including transformers, switchboards, and panelboards.
 - 5. Equipment, including ejector sewerage pump.
 - 6. Lighting equipment and controls.
 - 7. Communication systems, including emergency phone.
 - 8. Splash play equipment.
 - 9. Irrigation system.
- B. Training Modules: Include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 - g. Flood event procedures.
- 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
 - n. Winterization procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- B. Scheduling: Provide instruction at mutually agreed on times.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

TECHNICAL SPECIFICATIONS

FOR

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK – NORTH



MARCH 25, 2011

OWNER
21ST CENTURY PARKS, INC.
471 WEST MAIN STREET
SUITE 202
LOUISVILLE, KY 40202

CONSULTANT / LANDSCAPE ARCHITECT
WALLACE ROBERTS & TODD, LLC
1700 MARKET STREET, 28TH FLOOR
PHILADELPHIA, PA 19103
TEL 215-732-5215
FAX 215-732-2551

SUBCONSULTANTS

ARCHITECT
BRAVURA CORPORATION
111 WEST WASHINGTON STREET
LOUISVILLE, KY 40202
TEL 502-583-9711
FAX 502-584-0829

SITE STRUCTURAL ENGINEER
HNTB CORPORATION
One Riverfront Plaza
401 West Main Street, Suite 601
Louisville, KY 40202
TEL 502-581-0985
FAX 502-581-0987

CIVIL ENGINEER
BURGESS & NIPLE, INC
400 BLANKENBAKER PARKWAY, SUITE 300
LOUISVILLE, KY 40243
TEL 502-254-2344
FAX 502-254-3008

ELECTRICAL ENGINEER
CMTA ENGINEERING CONSULTANTS
10411 MEETING STREET
P.O. BOX 43594
LOUISVILLE, KY 40253-0594
TEL 502-326-3085
FAX 502-326-2691

ECOLOGICAL SPECIALIST
BIOHABITATS, INC.
120 WEBSTER STREET, SUITE 326
LOUISVILLE, KY 40206
TEL 502-561-9301
FAX 502-561-9301

GEOTECHNICAL ENGINEER
Stantec Consulting Services Inc.
1901 Nelson Miller Parkway
Louisville, KY 40223
TEL 502-212-5000
FAX 502-212-5055

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

TABLE OF CONTENTS – TECHNICAL SPECIFICATIONS

DIVISION	SECTION TITLE	PAGES
DIVISION 02 – EXISTING CONDTIONS		
024119-	Selective Demolition.....	024119-1 thru 5
DIVISION 03 – CONCRETE		
033000-	Cast-In-Place Concrete.....	033000-1 thru 1
DIVISION 04 – MASONRY		
044200-	Exterior Stone Cladding.....	044200-1 thru 14
044302-	Dry Laid Stone Headwalls and Endwalls.....	044302-1 thru 3
DIVISION 05 – METALS		
051200-	Structural Steel Framing.....	051200-1 thru 1
DIVISION 07 – THERMAL AND MOISTURE PROTECTION		
071416-	Cold, Fluid-Applied Waterproofing.....	071416-1 thru 5
DIVISION 10 – SPECIALTIES		
101426-	Exterior Signage.....	101426-1 thru 4
DIVISION 26 - ELECTRICAL		
260501-	General Provisions	260501-1 thru 17
260503-	Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools.....	260503-1 thru 2
260504-	Cutting, Patching & Repairing.....	260504-1 thru 2
260508-	Coordination Among Trades, Systems Interfacing and Connection of Equipment Furnished by Others	260508-1 thru 1
260510-	Scope of the Electrical Work.....	260510-1 thru 1
260519-	Conductors, Identifications, Splicing Devices & Connectors	260519-1 thru 3
260526-	Grounding.....	260526-1 thru 3
260531-	Cabinets, Outlet Boxes & Pull Boxes.....	260531-1 thru 2
260533-	Raceways & Fittings	260533-1 thru 5
260544-	Excavation, Trenching, Backfilling & Grading	260544-1 thru 2
DIVISION 31 – EARTHWORK		
311000-	Site Clearing.....	311000-1 thru 3
312000-	Earthwork.....	312000-1 thru 12
312001-	Earth Moving for Bridges and Retaining Walls.....	312000-1 thru 1
316216-	Steel Piles.....	316216-1 thru 1
DIVISION 32 – EXTERIOR IMPROVEMENTS		
321216-	Hot-Mix Asphalt Paving.....	321216-1 thru 6
321313-	Portland Cement Concrete Paving.....	321313-1 thru 12
321373-	Concrete Pavement Joint Sealant.....	321373-1 thru 7
321724-	Pavement Marking.....	321724-1 thru 5
323223-	Segmented Retaining Wall.....	329403-1 thru 11
329200-	Herbaceous Seeding.....	329200-1 thru 8

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

329210- Erosion Prevention and Sedimentation Control.....329210-1 thru 5
329300- Native Exterior Plants Around Bridges.....329300-1 thru 10
329400- Live Branch Layering with Soil Lifts.....329400-1 thru 5
329401- Rock Toe Protection.....329401-1 thru 3
329402- Buried Soil Riprap.....329402-1 thru 2
329403- Coir Fiber Matting.....329403-1 thru 2

DIVISION 33 – UTILITES

331100- Site Water Systems.....331100-1 thru 7
334100- Storm Drainage.....334100-1 thru 8

DIVISION 34 – TRANSPORTATION

347113- Guardrail.....347113-1 thru 2

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A NORTH BECKLEY CREEK PARK

SECTION 024119 –SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of site elements.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Closeout" for record document requirements.
 - 2. Division 31 Section "Site Clearing" for site clearing and removing above- and below-grade improvements.
 - 3. Division 31 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
 - 4. Division 32 Section "Erosion Prevention and Sediment Control" for preventing erosion and controlling sediment laden runoff from disturbed areas.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- D. "Owner's property" includes the project limits shown on the plans, unless noted otherwise.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A NORTH BECKLEY CREEK PARK

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

- A. Record drawings at project closeout according to Division 1 Section "Contract Closeout".
 - 1. Identify and accurately locate capped utilities and other subsurface utility, structural, electrical, communication, or mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Storage or sale of removed items or materials on-site will not be permitted.
- B. Abandoned utilities on the site shall be either removed, capped, or safe loaded.
- C. One lane of access, that will accommodate a tractor-trailer, will be provided from Blue Heron Road to the MSD Treatment Plant site at all times

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use a material whose installed performance equals or surpasses that of existing materials.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A NORTH BECKLEY CREEK PARK

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify location of existing underground utilities on the site and that utilities to be abandoned have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- D. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
 - a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.
- B. Utility Requirements: Locate and identify and disconnect, remove, safe load, seal, or cap off indicated utility services.
 - 1. Arrange to shut off indicated utilities with utility companies.

3.3 PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

NORTH BECKLEY CREEK PARK

1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
2. Protect existing site improvements, appurtenances, and landscaping to remain.

3.4 POLLUTION CONTROLS

- A. Install Erosion Prevention and Sediment Control facilities prior to beginning demolition work.
- B. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.5 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 2. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- B. Break up and remove concrete slabs on grade and asphalt pavement on the site, unless otherwise shown to remain.

3.6 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
NORTH BECKLEY CREEK PARK**

END OF SECTION 024119

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 033000 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

- 1.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 601, 608, and 609. However, contrary to those specifications, 21st Century Parks, Inc. will provide independent materials testing through a Certified Construction Inspection Engineer with certified technicians and laboratory. The Contractor will be required to coordinate the work and schedule with the Inspection Engineer.

PART 2 - PRODUCTS

- 2.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 601, 608, and 609.

PART 3 - EXECUTION

- 3.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 601, 608, and 609.

END OF SECTION 033000

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 044200 – EXTERIOR STONE CLADDING

PART 1 - GENERAL

1.1 Related documents:

Related documents include but are not limited to Drawings, Specifications, and General Provisions of the Contract; Kentucky Department of Transportation Standard Specifications for Road and Bridge Construction, current edition; 2007 AASHTO LRFD Bridge Design Specifications, 4th Edition, with interims through 2009; 2010 AASHTO LRFD Bridge Construction Specifications, 3rd Edition; ASTM C-568, Standard Specification for Limestone Building Stone; ASTM C-97, Test Methods for Absorption and Bulk Specific Gravity of Building Stones; ASTM C-99, Test Method for Modulus of Rupture of Building Stone; ASTM C-170, Test Method for Compressive Strength of Building Stone; Indiana Limestone Handbook, latest edition; Contractors Handbook on Indiana Limestone, latest edition; ILI Technote on Safety Factors; and other applicable ILI Technotes.

1.2 Summary

1.2.1 Extent of limestone work is indicated on bridge plans for Bridges F-101 and F-102.

1.2.2 General: Provide Indiana Limestone cladding in accordance with the contract documents. The work shall include the following:

- Large course roughback finish variegated limestone blocks.
- Large course smooth finish variegated limestone blocks and capstone.
- Steel support and retention connections for stonework, including necessary shims.
- Secondary structural steel framing for stonework where not shown or not sized on structural drawings.
- Mockups.
- Installation of stonework.

1.2.3 Installation of preset or field drilled concrete inserts

1.3 System description:

1.3.1 General: Design, fabricate, and install stonework to withstand normal loads from wind, gravity, movement of bridge structure, flooding and debris impact, and thermally induced movement, as well as to resist deterioration under conditions of normal use including exposure to weather and water, without failure.

1.3.2 Performance Requirements- General: The cladding requirements shown by the general stone details are intended to establish basic dimensions of units or modules, plus profiles and sight lines for the stonework. Within these limitations, the contractor shall be responsible for the design of the stonework, and shall request approval of, and make whatever modifications and additions to the details as may be required to fulfill the performance requirements. The visual concept shall be maintained as shown, including profiles and alignment of components.

The requirements for the stone support and anchorage as shown by the details are intended to establish the basic intent of the stone anchorage system. The contractor shall be responsible for the design of the support and anchorage system and shall request approval of, and make whatever modifications and additions to the details as may be required to fulfill the performance requirements. Final shapes and locations shall be as designed by a registered professional engineer.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

Engineering Calculations: This engineer shall be a registered professional engineer experienced in cladding design to design the cladding support and retention system. The system shall include all items required to connect the stone cladding to the structure (or secondary framing) as shown and detailed on the structural drawings. The cladding engineer shall be registered in the state of Kentucky and shall prepare engineering calculations for the justification of all principal stonework, units, fasteners, and anchorage components for compliance with the criteria established in the performance requirements of this section. The calculations shall be submitted to the 21st Century Parks, Inc. design team for review and approval. After review, revisions, and final copy of the calculations with professional engineer's stamp or seal. Based on the design loads, material properties, and safety factors (all as defined in this section), the calculations shall include, as a minimum, the following information:

- Stone loads, stresses, and safety factors.
- Support and anchorage loads, stresses, safety factors, design loads, and allowable loads.
- Stone thicknesses.
- Support and anchorage sizes.
- Drawings of all support and anchorage items in sufficient detail for fabrication and for the detailing and completion of the shop drawings as prepared by the stone fabricator. The cladding engineer shall review all stone shop drawings prepared by stone installer or fabricator.

1.3.3 Performance Requirements-Stone:

Physical Properties: The Indiana Limestone physical properties shall meet or exceed the values listed in the Indiana Limestone Institute of America, Inc. Handbook (ILIA), latest edition.

Safety Factors-Stone: Safety factors for Indiana Limestone shall be not less than as listed in the Technote on Safety Factors, as published by ILIA.

Connections and Attachments for Limestone: Support and Retention Steel: All steel shapes, plated and straps shall be designed to carry the design loads with safety factors and allowable stresses in accordance with the American Institute of Steel Construction, Inc. (AISC) except that steel supports carrying gravity loads shall be stressed no more than 50% of the yield stress in bending.

Connections into the Stone: Expansion bolts, straps, hooks, anchors, and other devices shall be designed to carry the design loads with safety factors not less than listed in ILIA Technote on Safety Factors.

Attachments to the Structure: Connections and attachments to the structure or secondary framing shall be designed to carry the design loads with safety factors or allowable stresses in accordance with the following:

Welds: Structural Welding Code (AWS D1.1 and AISC).

Expansion Bolts: Per ICBO evaluation report for the specific bolt to be used. If an ICBO report is not available, use not less than the following:

Safety Factors:

Into 4,000 psi concrete-4 to 1

The combined load factor for combined tension and shear shall satisfy the ILIA Technote on Safety Factors.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

Bolts: AISC.

Concrete Embedded (Cast-in) items: PCI or manufacturer's recommendations, whichever is more conservative. The safety factor shall be not less than 4 to 1 based on concrete failure.

Design Loads: All cladding and cladding attachments shall be designed to carry the following design loads with safety factors not less than specified in this section:

Wind Loads: (Latest Edition) UBC (or applicable code or wind tunnel test results).

Seismic Loads: Per code where applicable.

Vertical Loads:

Dead Loads: Actual computed weight of cladding.

Live Loads: (Latest Edition) UBC (or applicable code).

Stream Pressure (Flooding) and Debris Loads: Per 2007 AASHTO LRFD Bridge Design Specifications, 4th Edition, with interims through 2009.

Provisions for Fabrication and Erection Tolerances: Design, detail and fabricate connections to provide allowance for fabrication tolerances, erection tolerances, and structural deflections.

Concrete structural fabrication and erection tolerances are specified in the KYTC Standard Specifications for Road and Bridge Construction Section 601.

Structural steel fabrication and erection tolerances are specified in KYTC Standard Specifications for Road and Bridge Construction Section 607.

Control of Corrosion: Prevent galvanic and other forms of corrosion by insulating metals and other materials from direct contact with non-compatible materials, or by suitable coating.

1.4 Submittals:

1.4.1 Product Data: Submit manufacturer's technical data for all stone, stonework accessories, and other manufactured products required.

1.4.2 Shop Drawings: Submit cutting and setting drawings indicating sizes, dimensions, sections, and profiles of stones; arrangement and provisions for jointing, supporting, anchoring, and bonding stonework; and details showing relationship with, attachment to, and reception or, related work. The drawings shall include the details as developed by the cladding engineer as defined in the performance requirements section.

1.4.3 Samples: Submit the following samples:

Limestone samples in form of sets of three, consisting of stones not less than 8"x2'-0"x6'-0". Sample sets will show a range of variations in color and grain to be expected in completed work. Sample may be made available at the quarry or fabricator's place of business for the design team to review.

Grout or mortar samples for each type and color of joint grout or mortar required.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1.4.4 Data for Limestone cladding: For limestone cladding, submit the following data which has been signed and stamped by a qualified professional engineer registered in Kentucky who thereby certifies preparing or supervising the preparation of the data to comply with the performance requirements and recognized engineering principles and practices:

Engineering calculations as defined in the performance section.

Connection details as defined in the performance section.

1.5 Quality assurance:

1.5.1 Single Source Responsibility for Stone: Obtain limestone from a single quarry source with resources to provide materials of specified consistent quality. The fabricator and the quarry shall have sufficient capacity to quarry, cut, and deliver the stonework on schedule. Both fabricator and quarry must be members in good standing of Indiana Limestone Institute.

1.5.2 Single Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality and from one manufacturer for each cementitious and admixture component and from one source or producer for each aggregate.

1.5.3 Single Source Responsibility for Grout Materials: Obtain grout ingredients of uniform quality and from one manufacturer for each cementitious and admixture component and from one source or producer for each aggregate.

1.5.4 Single Source Responsibility for Other Materials: Obtain each type of stone accessory, sealants, and other materials from one manufacturer for each product.

1.5.5 Information on Drawings and in Specifications establishes requirements for both aesthetic effects and performance of the limestone cladding. Aesthetic effects are indicated by dimensions, arrangement, alignment and profiles of components and assemblies as they relate to sight lines and relationships to one another and to adjoining work. Performance is indicated by criteria that is subject to verification by either preconstruction or field test, if applicable, or by in-service experience.

Do not modify intended aesthetic effects, as judged solely by the design team, except with design team's approval and only to the extent exclusively needed to comply with performance requirements. Where modifications are proposed, submit comprehensive explanatory data to the design team for review and approval.

1.5.6 Installer Qualifications: Engage an installer with not less than 10 years experience and who has successfully completed stonework similar in material, design and extent to that indicated for this project. Submit list of completed projects; include project names, addresses, and names of architects and owners.

1.5.7 Preconstruction Tests: Contractor shall obtain material tests as noted below:

Preconstruction Testing Service: Contractor shall employ and pay qualified independent testing laboratories to perform preconstruction testing indicated.

Test limestone for compliance with physical property requirements for Limestone Building Stone, Type II, as listed in ASTM C-568. Conduct tests using specimens randomly selected from, and representative of, actual materials proposed for incorporation in the work.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

The following test reports shall be submitted:

ASTM C 99 Modulus of Rupture

ASTM C 170 Compressive Strength

1.5.8 Field-Constructed Mockup: Prepare mockups for the stonework if applicable. Purpose of mockups is further verification of selections made for color and finish under sample submittals and establishing standard of quality for aesthetic effects expected in completed work. Build mockups to comply with following requirements.

Locate mockups on site where indicated or, if not indicated, as directed by the Engineer.

Build mockups containing elements typical of the stonework in this project. The extent of the mockup shall be defined by this section.

Erect mockups only after notifying the design team when construction will begin.

Regain mockups during construction as standard for judging completed stonework. When directed, demolish mockups and remove from site.

Option: Acceptable mockup may be incorporated into the work.

1.5.9 Qualifications for Welding Work: Qualify welding operators in accordance with AWS "Standard Qualification Procedure."

Provide certification that each welder employed in the work is qualified for welding processes involved by having satisfactorily passed AWS qualification tests and, if applicable, by undergoing recertification. Retesting for recertification shall be contractor's reasonability.

1.6 Delivery, storage and handling:

1.6.1 Deliver masonry materials to project in undamaged condition.

1.6.2 Store and handle stone and related materials to prevent their deterioration or damage:

Do not use pinch or wrecking bars on stonework.

Lift with wide-belt type slings where possible; do not use wire rope or ropes containing tar or other substances which might cause staining.

Store stone on non-staining wood skids or pallets, covered with non-staining, waterproof membrane. Place and stack skids and stone to distribute weight evenly and to prevent breakage or cracking of stones.

Store cementitious materials off the ground, under cover and in dry location.

1.7 Project conditions:

1.7.1 Protect stonework during erection as follows:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

Cover top of walls with non-staining waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress. Extend cover a minimum of 24" down both sides and hold securely in place.

Prevent staining of stone from mortar, grout, sealants, and other sources. Immediately remove such materials from stone without damage to the stonework.

Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.

Protect sills, ledges, and projections from droppings of mortar and sealants.

1.7.2 Cold Weather Protection: Comply with the following requirements.

(Part 1.7.2 should be part of the specifications in those projects where mortar is used in setting, and where freezing weather is a possibility.)

Remove ice or snow formed on stonework beds by carefully applying heat until top surface is dry to the touch.

Remove stonework damaged by freezing conditions.

Perform the following construction procedures while stonework is progressing:

Temperature ranges indicated apply to air temperatures existing at time of installations.

In heating mortar materials, maintain mixing temperatures selected within 10 degrees F (6 degrees C); do not heat water for mortar to above 160 degrees F (71 degrees C).

Mortar: At 40 degrees F (4.4 degrees C) and below, produce mortar temperatures between 40 degrees F (4.4 degrees C) and 120 degrees F (49 degrees C) by heating mixing water and, at temperatures of 32 degrees F (0 degrees C) and below, sand as well. Always maintain temperature of mortar on boards above freezing.

At 25 degrees F (-4 degrees C) to 20 degrees F (-7 degrees C), heat both sides of walls under construction using salamanders or other heat sources and use windbreaks or enclosures when wind is in excess of 15 mph.

At 20 degrees F (-7 degrees C) and below, provide enclosure and auxiliary heat to maintain an air temperature of at least 40 degrees F (4.4 degrees C) for 24 hours after setting stonework and heat stones so that they are above 20 degrees F (-7 degrees C) at time of installation.

PART 2 - PRODUCTS

2.1 Materials, general:

2.1.1 Comply with referenced standards and other requirements indicated applicable to each type of material required.

2.1.2 Provide stone from a single quarry for each grade, color, and finish of stone required.

2.1.3 Make quarried blocks available for inspection by the design team.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2.2 Limestone:

Limestone Building Stone Standard: ASTM C 568.

2.2.1 Classification: Category II (Medium Density).

2.2.2 Variety: Indiana Limestone.

2.2.3 Finish of Exterior Limestone Cladding: As follows:

Finish Indiana Limestone cladding to match standard finish of Indiana Limestone Institute, Inc. designated below:

Large course roughback finish, as shown on the plans, and

Large course smooth finish, as shown on the plans

Finish Indiana Limestone to match approved samples and/or mockups of Indiana Limestone.

2.2.4 Furnish Stone in accordance with approved samples and jobsite mockup for type, variety, grade (if applicable), color, and other characteristics relating to aesthetic effects.

2.2.5 Indiana Limestone Grade and Color: Provide color indicated below in accordance with grade and color classification established by Indiana Limestone Institute, Inc. (ILI).

Standard grade with full variegated color blend

2.3 Mortar and grout materials:

2.3.1 Portland Cement: ASTM C 150, Type I except Type III may be used for cold weather construction. Provide gray or white cement as needed to produce mortar color required.

2.3.2 Hydrated Lime: ASTM C 207. Type S.

2.3.3 Aggregate: ASTM C 144; and as indicated below:

For joints narrower than ¼ uses aggregate graded with 100 percent passing the No. 8 sieve and 95 percent the No. 16 Sieve.

2.3.4 Water: Clean, non-alkaline and potable.

2.4 Stone anchors and attachments:

2.4.1 Provide anchors and attachments of type and size required to support the stonework fabricated from the following metals for conditions indicated below:

Stainless steel, AISI Type 304 or 316, for anchors and expansion bolts embedded within the stone.

Hot-Dip Galvanized Steel as follows:

Galvanized malleable iron for adjustable inserts embedded in the concrete structure. For anchor bolts, nuts and washers not in direct contact with stone; comply with ASTM A 307, Grade A, for material and ASTM C 153, Class C, for galvanizing.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

For steel plates, shapes and bars not in direct contact with stone; comply with ASTM A 36 for materials and ASTM A 123 for galvanizing.

For expansion bolts not in direct contact with stone use zinc plated or cadmium plated bolts with stainless steel expansion clips.

For steel angles supporting limestone, if required; comply with ASTM A 36 for materials and ASTM A 123 for galvanizing. Supports protected with one shop coat of zinc-rich or other rust-inhibiting paint, and one job coat of similar, compatible paint, may be used at the discretion of the design team.

2.4.2 Dovetail Slots: Where required, furnish dovetail slots, with filler strips, of slot size required to receive anchors provided, fabricated from 0.0336 (22-gage) galvanized sheet steel complying with ASTM A 446, G90.

2.5 Preassembled Units-Indiana Limestone:

Performance Requirements: Performance requirements defined elsewhere in this section apply to the preassembled units.

2.5.1 Adhesive: The adhesive shall be a two-component epoxy consisting of epoxy resin and hardener.

Adhesive Properties: The adhesive used shall meet the following minimum requirements after a 7-day cure at 75 degrees Fahrenheit.

Property Value Test Method

Tensile Bond Cohesive ASTM C-321
Strength* failure in stone

Tensile Elongation 2.5% ASTM D-638

Tensile Strength 3,500 psi ASTM D-638

Compressive Double
Shear* 400 psi MMM G-650A

Compressive
Strength 6,000 psi ASTM D-695

Shore "D" Hardness 75 ASTM D-1706

Water Absorption
(24 hours) 0.50% ASTM D-570

*Note: These tests represent bond strength. Other tests are made on the adhesive only.

2.5.2 Samples: Two sample units of stone bonded together with adhesive shall be submitted showing stone and joint quality. Samples shall be 6" long, 3" wide, ¾ thick, bonded together on the large face, at right angles. No fabrication or assembly shall begin until approval of sample is obtained.

Industry practice permits 1/8" thick adhesive joints.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2.5.3 Drawings: The epoxy joint construction including mechanical anchoring and framing shall be shown on the shop drawings.

2.5.4 Shop Assembly Requirements: Stone shall be dry and free from grease, oil, dirt, loose particles, and efflorescence. Clean compressed air should be employed to blow stone dust from the pores of the stone. Heat is recommended for the removal of moisture from the stone prior to applying epoxy. No moisture should be observed creeping into areas to be bonded following the removal of heat.

Units shall not be assembled when the stone temperature and the surrounding air temperatures are below 50 degrees F or above 95 degrees F. Assembly of units below 50 degrees F is permitted when the temperature of the stone units and adhesive is raised by heating to a temperature above 50 degrees F. After the units have been joined, heat should continue to be applied to the stone adjacent to the joint area to give the adhesive the curing temperature above 50 degrees F. Approved clips, frames, expansion bolts, and other mechanical connections shall be installed in strict accordance with approved shop drawings.

Adhesive shall be mixed in parts by weight or parts by volume in strict accordance with manufacturer's instructions, with strict compliance to the manufacturer's recommendations on the "pot life" of the adhesive.

Upon joining the stone members together, suitable clamps or bracing shall be used to keep the stone in proper alignment until the adhesive sufficiently hardens. Process shall include any and all shims needed to insure proper alignment.

Assembled limestone units shall not be moved until the adhesive has cured sufficiently to assure there will be no joint damage. Curing shall continue until the adhesive has reached the required hardness. When stones are pressed together, the adhesive shall flow out of the joint. On exposed joints, in a textured finish, it is recommended that the excessive adhesive be removed after the adhesive has taken on its initial hardening. The extra adhesive may be scraped away with a putty knife. Any excessive adhesive on smooth finish may be removed after complete hardening with the use of power sanders.

All dowels, anchors, expansion bolts, bearing plates, and other steel items in direct contact with the stone or contained within the stone shall be stainless steel AISI Type 304 or 316. Frames, plates, and other steel shapes not in direct contact with the stone shall be ASTM A-36 hot-dipped after fabrication per ASTM A-123. Bolts not in contact with the stone shall be ASTM A-325 or equal and shall be galvanized or plated with zinc or cadmium.

Fabricate and assemble structural framing in shop to comply with AISC Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings, including "Commentary" and Supplements thereto as issued, and as indicated on final shop drawings.

Weld or bolt connections to comply with the following requirements:

Install high strength threaded fasteners to comply with AISC Specifications for Structural Joints using ASTM A-325 or A-490 bolts approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation (RCRBSJ).

Weld connections to comply with AWS D1.1 Structural Welding Code-Steel.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2.5.5 Transportation and Storage: Extreme care shall be taken to insure that the assembled units are free of torsional stress during transportation, handling, and storage.

2.5.6 Erection: The stone fabricator shall make provisions for the employment of the necessary lifting methods of the assembled units, in cooperation with the erector. Such lifting devices as clamps, slings, etc., shall be furnished by the erector.

2.6 Stone accessories:

2.6.1 Setting Shims: Lead, stainless steel, or plastic shims, non-staining to stone, sized to suit joint thicknesses and bed depths of stonework involved without intruding into required depths of joint sealants.

2.6.2 Plastic Tubing Weeps: Medium density polyethylene, outside diameter of ¼ and of length required to extend between exterior face of stone and cavity behind.

2.7 Elastomeric Sealants:

Not required for this project.

2.8 Mortar and grout mixes:

2.8.1 General: Do not add mixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, anti-freeze compounds, or calcium chloride, unless otherwise indicated.

2.8.2 Mixing: Combine and thoroughly mix cementitious materials, water and aggregates in a mechanical batch mixer; comply with referenced ASTM standard for mixing time and water content, unless otherwise indicated.

2.8.3 Setting Mortar: Comply with ASTM C 270, Proportion Specification, for types of mortars and applications required below, unless otherwise indicated:

Set Indiana Limestone with Type N mortar.

2.9 Stone fabrication:

2.9.1 General: Fabricate stonework in sizes and shapes required to comply with the requirements as shown on approved shop drawings.

2.9.2 Comply with recommendations of the Indiana Limestone Institute of America, Inc. (ILI) as published in the Indiana Limestone Handbook (latest edition).

2.9.3 Cut and drill sinkages and holes in stones for anchors, fasteners, supports, and lifting devices as indicated or needed to set stonework securely in place; shape beds to fit supports.

2.9.4 Cut stones to produce pieces of thickness, size, and shape indicated or required and within fabrication tolerances recommended by ILI.

2.9.5 Thickness of Exterior Stone Cladding:

Provide stone thicknesses required to comply with performance requirements but not less than shown on the bridge drawings. Use tables in Indiana Limestone Handbook as a guide to size requirements.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2.9.6 Control depth of stones and back-checks to maintain a clearance between backs of stones and surfaces or projections of structural members, fireproofing (if any), backup walls, and other work behind stones.

2.9.7 Cut joints (bed and vertical/head) straight and at 90 degree angle to face, unless otherwise indicated.

2.9.8 Quirk-Miter corners, unless otherwise indicated; shall provide for cramp anchorage in top and bottom bed joints of corner pieces.

2.9.9 Cut stones to produce joints of uniform width and in locations indicated.

Joint Width:

2.9.10 Contiguous Work: Provide chases, reveals, reglets, openings, and similar features as required to accommodate contiguous work.

2.9.11 Fabricate molded work, including washes and drips, to produce stone shapes having a uniform profile throughout their entire length and with precisely formed arises slightly eased to prevent sniping, and matched at joints between units.

2.9.12 Carve and cut decorative surfaces and inscriptions to conform with shaded drawings or models approved by the design team. Use skilled stone carvers experienced in the successful performance of work similar to that indicated.

2.9.13 Finish exposed faces and edges of stones to comply with requirements indicated for finish under each type and application of stone required and to match approved samples and field-constructed mockups.

PART 3 - EXECUTION

3.1 Examination:

3.1.1 Require installer to examine surfaces to receive stonework and conditions under which stonework will be installed and to report in writing any conditions which are not in compliance with requirements. Do not proceed with installation until surfaces and conditions comply with requirements indicated in specifications or elsewhere for execution of other work which affects stonework.

3.2 Preparation:

3.2.1 Advise installers of other work about specific requirements relating to placement of inserts, flashing reglets and similar items which will be used by stonework installer for anchoring, supporting and flashing of stonework. Furnish installers of other work with drawings or templates showing locations of these items. General contractor or concrete contractor will provide drawings to locate weld-plates and embeds for connection of stone skin or its system.

3.2.2 Clean stone surfaces which have become dirty or stained prior to setting to remove soil, stains and foreign materials. Clean stones by thoroughly scrubbing stones with fiber brushes followed by a thorough drenching with clear water. Use only mild cleaning compounds that contain no acid, caustic, or abrasives.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

3.3 Setting stone, general:

3.3.1 Execute stonework by skilled mechanics, and employ skilled stone fitters at the site to do necessary field cutting as stones are set.

Use power saws to cut stones; for exposed edges, produce edges which are cut straight and true. Mallet and chisel will be permitted provided craftsmen are skilled in their use.

3.3.2 Contiguous Work: Provide chases, reveals, reglets, openings and other spaces as indicated for accommodating contiguous work. Close up opening in stonework after other work is in place with stonework which matches that already set.

3.3.3 Set stones to comply with requirements indicated on drawings and final shop drawings. Install anchors, supports, fasteners and other attachments indicated or necessary to secure stonework in place. Shim and adjust anchors, supports and accessories to set stones accurately in locations indicated with uniform joints of widths indicated and with edges and faces aligned according to established relationships and indicated tolerances.

3.3.4 Dampproofing for stain prevention: Where indicated on drawings, coatings of either (a) cementitious waterproof stone backing or (b) bituminous dampproofing shall be applied on backs, beds, and joints of all stones used at grade. Dampproof all adjacent concrete surfaces on which limestone will rest, including concrete haunches and ledges, as well as support angles.

A. Dampproof unexposed surfaces of stone to at least 1'-0" above grade.

B. Dampproof joints only to within 1" of finished surfaces when using bituminous or asphaltic solutions.

C. Stones extending below grade shall be dampproofed as above, and in addition shall be dampproofed to the level of grade on their face surfaces which are covered.

D. Cementitious coatings must be allowed to cure before treated stone is set. Due care must be exercised in handling all dampproofed stone to avoid chipping or off-setting.

3.3.5 Construction Tolerances: Set stones to comply with the following tolerances:

Variation from Plumb: For lines and surfaces of columns, wall and arises, do not exceed $\frac{1}{4}$ in 10', $\frac{3}{8}$ " in a story height or 20' maximum, nor $\frac{1}{2}$ in 40' or more. For external corners, expansion joints and other conspicuous lines do not exceed $\frac{1}{4}$ in any story or 20' maximum, nor $\frac{1}{2}$ in 40' or more.

Variation from Level: For grades indicated for exposed lintels, sills parapets, horizontal grooves and other conspicuous lines, do not exceed $\frac{1}{2}$ in any bay or 20' maximum, not $\frac{3}{4}$ in 40' or more.

Variation of Linear Building Line: For position shown in plan and related portion of columns, walls and partitions, do not exceed $\frac{1}{2}$ in any bay or 20' maximum, nor $\frac{3}{4}$ in 40' or more.

Variation in Cross-Sectional Dimensions: For columns and thickness of walls from dimensions indicated, do not exceed minus $\frac{1}{4}$, nor plus $\frac{1}{2}$.

Note: The tolerances in this section are masonry industry setting tolerances and are provided for the convenience of the specifier. As a production industry, the Indiana Limestone industry cannot and does not control them.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3.3.6 Provide expansion joints, control joints, and pressure-relieving joints of widths and at locations indicated or required.

Sealants, expansion, and other joints are specified in Division 7 Section "Joint Sealers."

Use no mortar or shims in expansion joints.

3.4 Setting stonework with sealant joints:

3.4.1 Support stonework on gravity supports, and insert anchors for lateral loads, of type and number indicated on final shop drawings, and complying with requirements indicated for material and performance.

3.4.2 Attach anchors securely to stones and to backup surfaces.

3.4.3 Attach framing for stone support system to structural frame of building at connection points indicated by welded or bolted field connections complying with the following requirements:

Install high strength threaded fasteners to comply with AISC Specifications for Structural Joints using ASTM A 325 or A 490 bolts approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation (RCRBSJ).

Weld connections to comply with AWS D1.1 Structural Welding Code Steel.

Provide joints to exclude water or permit its escape to exterior of building. Provide weeps at locations where water could accumulate due to condensation or other causes.

For galvanized surfaces of assembled framing, comply with ASTM A 780 for cleaning field welds, bolted connections and abraded areas and application of galvanizing repair paint.

For shop-painted surfaces, clean field welds, bolted connections, and abraded areas, immediately after erection. Apply paint to exposed areas using same material as used for shop painting.

3.4.4 Fill anchor holes with non-staining mortar or sealant. Where dowel holes occur at pressure-relieving joints, provide compressive material above and below dowels.

3.4.5 For stones supported on clip or continuous angles, set stones on non-corrosive and non-staining shim material in sufficient area to support the load. Mortar may be used in lieu of shims provided that setting pads are provided to maintain joint sizes if stone weight squeezes out of mortar.

Place setting buttons of adequate size, in sufficient quantity, and of same thickness as indicated joint width, to prevent mortar from squeezing out and to maintain uniform joint widths. Hold buttons back from face of stone to provide space for backer rope and sealant.

The joint between bottom of relieving angles and top surface of stones below angles shall be free of mortar or shims to avoid load transfer.

3.4.6 Install concealed flashing at continuous shelf angles, lintels, ledges and similar obstructions to the downward flow of water so as to divert such water to the exterior.

3.4.7 Fill open cavities where unfilled space is indicated between back of stone facing and wingwall with grout.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3.4.8 Place weepholes/vents in joints where moisture may accumulate including base of cavity walls, above shelf angles and flashing. Locate weepholes/vents at intervals not exceeding 2' and those serving as vents only, at intervals not exceeding 5' horizontally and 20' vertically.

3.4.9 Where mortar is used in setting stones on anchors or elsewhere, rake out mortar from joints to depths adequate to receive sealants and sealant backings.

3.4.10 Embed ends of lugged sills on shims or mortar; leave balance of joint open until final sealing.

3.4.11 Set the stonework with open vertical joints for installation of joint sealants. Use no shims or spacers in vertical joints.

3.5 Installation of joint sealants:

Not required for this project.

3.6 Adjusting and cleaning:

3.6.1 Repairing Damaged Stone: Repair if stone is an accepted practice and will be permitted. Some shipping is expected; repair of small chips is not required if it does not detract from the overall appearance of the work, or impair the effectiveness of chips and repairs will be per standards and practices of the industry unless other criteria are mutually agreed upon by the limestone supplier and the design team.

3.6.2 Remove and replace stonework of the following description:

Stones so damaged that repair is impossible, either structurally or aesthetically.

Defective joints.

Stones and joints not in conformance with approved samples and field-constructed mockups.

Stonework not complying with other requirements indicated.

3.6.3 Replace in manner which results in stonework conforming to approved samples and field-constructed mockups, complying with other requirements and showing no evidence of replacement.

3.6.4 Clean stonework using clean water and stiff bristle fiber brushes. Do not use wire brushes, acid type cleaning agents, or other materials or methods which could damage stone. Mechanical or pressure cleaning methods may be used if approved by the design team. Protect limestone when adjacent brick is being acid-washed.

3.7 Protection:

Provide final protection and maintain conditions, in a manner acceptable to fabricator and installer, which ensures stonework being without damage or deterioration at time of substantial completion.

END OF SECTION 044200

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 044302 DRY LAID STONE HEADSTONE AND ENDWALLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Dry Laid Stone Headwall and Endwalls

- B. Related Sections:

- 1. Division 31 Section "Earthwork" for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.
 - 2. Division 33 Section for "Storm Drainage."

1.3 QUALITY ASSURANCE

- A. Workmanship shall be of high quality, as recognized by the KyTC, Dry Stone Conservancy (DSC) and dry stone industry standards. DSC's contact information is 1065 Dove Run Road, Suite 6, Lexington, Kentucky 40502 (859)266-4807 For a list of certified masons, see their website at www.drystone.org.

1.4 MASON QUALIFICATIONS

- A. All dry stone masonry work will be performed under the direct supervision of a Mason qualified under any of the following levels of certifications administered by DSC or equivalent certifying organization: DSC Journeyman, DSC Basic Qualified, and/or KyTC Qualified.

1.5 SAMPLE SUBMITTALS

- A. Provide samples on the project site for each of the following types of stone. The stone samples need to show the range of colors expected for the Dry Laid Stone Headwalls and Endwalls. Approved samples may be installed in the work.
 - 1. Splash Stones
 - 2. Face Stones
 - 3. Lid Stones

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1.6 MOCK UPS

- A. After approval of the rock samples, and before constructing the Dry Laid Stone Headwalls and Endwalls, produce field sample mock-ups to demonstrate the full range of selections made under sample submittals. All mock-ups must be approved by the Architect prior to the final installation of the dry laid stone headwalls and endwalls. Produce at least one (1) full-scale mock-up at least 10 feet long, to demonstrate the expected range of color, stone face finish, splash stone finish and lid stone finish. Locate mock-ups as directed by the Architect. Maintain mock-ups during construction in an undisturbed condition as a standard for judging the completed work.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS FOR STONE

- A. Obtain limestone from a quarry located in Central Kentucky with resources to provide material of consistent quality in appearance and physical properties as described in this specification.

2.2 MATERIALS, STONE

- A. Supply limestone building stone that is sound (not fractured due to blasting techniques), gray, fossiliferous, bioclastic matrix, crystalline limestone from the Lexington Limestone Formation. Supply limestone that is gray in color with a range from light to dark.
- B. Stone shall match the same family of stones used for the "Plantation Era" Rock Fence at the Creekside Playground located at 1310 South Beckley Station Rd, Louisville KY 40245.

PART 3 - EXECUTION

3.1 PREPARATION OF SITE

- A. After the culvert pipe has been set at the correct elevation, prepare a 12" deep level trench in soil at 95% compaction. Place a 6" layer of compacted crushed stone at the bottom of the trench.

3.2 WALL CONSTRUCTION

- A. Thoroughly mix the stone for a homogenous finished appearance for the entire fence segment. Use guide strings and build to a tolerance of one-half inch (½").

3.3 WALL HEIGHT

- A. Wall height may vary due to culvert size. The headwalls and endwalls shall be a maximum of 12" above the culvert pipe unless otherwise stated in the drawings.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3.4 WALL RADIUS

- A. Wall radius may vary depending on the size of the culvert pipe – see the drawings for culvert pipe size and wall radius.

3.5 COURSING

- A. Lay wall with the majority of the larger/thicker stones in the lower portion of the wall and smaller/thinner stones in the upper portion of the wall. Course work shall be random, with no more than three stones equaling the height of one adjacent stone.

3.6 LINE AND STRAIGHTNESS

- A. Construct walling frame templates per the dimensions of the drystone fence segment to be built. Use string lines to guide the work. The finished fence should be laid with a consistent batter. Build to a tolerance of ½" from the string line.

3.7 BATTER

- A. Maintain a consistent 1 to 6 ratio batter. Slope faces inward 1" for each 6" of wall height, excluding splash stones.

3.8 FACE STONES

- A. Lay face stones with top surfaces level, abutting each other, pinned and supported from behind with little or no face chinking. Cover all joints. Strive for at least 2 inches of overlap. Use larger face stones towards the bottom of the wall. Present weathered faces of stone to the exterior where possible. Ensure good contact between all stones. Fully support the face stones. Build one layer at a time.

3.9 SPLASH STONES

- A. Lay a level foundation course, providing an overlap on each side 3" to 5" wider than the subsequent wall base width. Use rocks that are 5" to 6" thick and have more than 50% of their depth under the main body of the wall above. Place splash stones so their upper surfaces are level and lower surfaces are fully supported by the subgrade. Splash stones must be set below the culvert invert or flush with the culvert invert. The splash stones shall not prevent the flow of storm water exiting the culvert pipe. Splash stones shall extend for a minimum of three times the diameter of the culvert unless indicated on the drawings.

3.10 LID STONE

- A. Present weathered faces of stone to the exterior where possible, maintaining a minimum projection into the fence interior of at least 6". Place so joints overlap. Ensure good contact between all stones. Lid stone shall overlap the face stones on each side of the culvert opening by a minimum of 6".

END OF SECTION 044302

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 051200 – STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

- 1.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 607.

PART 2 - PRODUCTS

- 2.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 607.

PART 3 - EXECUTION

- 3.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 607.

END OF SECTION 051200

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 071416 - COLD, FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Installation of waterproofing membrane on surfaces indicated on the plans, consisting of preparation of new concrete surfaces, sealing of cracks and joints, and application of cold, fluid-applied waterproofing membrane.

1.2 RELATED SECTIONS

- A. Section 033000 - Cast-In-Place Concrete
- B. Section 044200 – Exterior Stone Cladding

1.3 REFERENCES

ASTM C 836 High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for use with Separate Wearing Course.

1.4 SYSTEM DESCRIPTION

Product provided by this Section is a coal-tar free polyurethane liquid or single-component, polymer-modified liquid designed to create a seamless waterproofing membrane.

1.5 SUBMITTALS

- A. General: Submit in accordance with Section 013300 – Submittal Procedures.
- B. Product Data: Submit manufacturer's product literature and installation instructions.
- C. Subcontractor's approval by Manufacturer: Submit document stating manufacturer's acceptance of subcontractor as an Approved Applicator for the specified materials.
- D. Warranty: Submit a sample warranty identifying the terms and conditions stated in Section 1.7.

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications - Applicator shall be experienced in applying the same or similar materials and shall be specifically approved in writing by the membrane system manufacturer.
- B. Regulatory Requirements - Comply with applicable codes, regulations, ordinances, and laws regarding use and application of products that contain volatile organic compounds (VOC).
- C. Pre-Application Conference - Prior to beginning work, convene a conference to review conditions, installation procedures, schedules and coordination with other work.

1.7 WARRANTY

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- A. Upon completion and acceptance of the work required by this section, the manufacturer will issue a warranty agreeing to promptly replace defective materials.
- B. The formation or presence of mold or fungi on a bridge is dependent upon a broad range of factors including, but not limited to, the presence of spores and nutrient sources, moisture, temperatures, climatic conditions, and relative humidity. These factors are beyond the control of the manufacturer and they shall not be responsible for any claims, repairs, restoration, or damages relating to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on any bridge or in the air, land, or water.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in original, factory-sealed, unopened containers bearing manufacturer's name and label intact and legible with following information.
 - 1. Name of material.
 - 2. Manufacturer's stock number and date of manufacture.
 - 3. Material safety data sheet.
- B. Store adhesives and primers at temperatures of 40°F (5° C) and above to facilitate handling.
- C. Recommended storage and application temperature is 75° F. Do not store at temperatures above 90°F (32° C) for extended periods.
- D. Store materials in protected, well ventilated, clean, and dry area in accordance with manufacturer's instructions.
- E. Protect materials during handling and application to prevent damage or contamination.

1.9 PROJECT CONDITIONS

- A. Do not apply membrane if temperature is less than 40°F., if precipitation is imminent or to a damp or frosty surface.
- B. Coordinate waterproofing work with other trades to ensure adequate illumination, ventilation, and dust-free environment during application and curing of membrane. The applicator shall have sole right of access to the specified areas for the time needed to complete the application and allow the membrane to cure adequately.
- C. Protect adjoining surfaces not to be coated against damage or soiling. Protect plants, vegetation and animals, which might be affected by waterproofing operations.
- D. Warn personnel against breathing of vapors and contact of material with skin or eyes. Wear applicable protective clothing and respiratory protection gear.
- E. Keep products away from spark or flame. Do not allow the use of spark-producing equipment during application and until all vapors have dissipated. Post "NO SMOKING" signs.
- F. Maintain work area in a neat and orderly condition, removing empty containers, rags, and rubbish daily from the site.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

Products provided by the following:

- CCW-525 or CCW-703 Liquid-Applied Waterproofing Membrane as manufactured by Carlisle Coatings & Waterproofing Incorporated, 900 Hensley Lane, Wylie, Texas 75098, Phone: (800) 527-7092, Fax: (972) 442-0076,
- MEL-ROL LM as manufactured by W.R. Meadows, Inc., 300 Industrial Drive, P.O. Box 338, Hampshire, IL 60140-0338, Phone: (800)342-5976, Fax: (847)683-4544
- or approved equal.

2.2 PRODUCTS

Waterproofing membrane shall meet or exceed the requirements of ASTM C 836.

2.3 ACCESSORY PRODUCTS

- F. Surface Primer: As recommended by manufacturer for each surface encountered.
- G. Sealants: Shall be two-component polyurethane sealant as provided by the manufacturer, where required.
- H. Backing Rod: Shall be closed-cell polyethylene foam rod, where required.
- I. Flexible Flashing: Shall be as recommended and supplied by coating manufacturer, where required.
- J. Protection Course: Shall be as provided by the manufacturer, where required.
- K. Drainage Composite: Shall be as recommended by the manufacturer for each condition, where required.
- L. Perimeter Drainage System: Shall be as provided by the manufacturer, where required.
- M. Reinforcing: Shall be reinforcing fabric as provided by the manufacturer, where required.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before any waterproofing work is started the waterproofing applicator shall thoroughly examine all surfaces for any deficiencies. Should any deficiencies exist, the bridge designer, owner, or general contractor shall be notified in writing and corrections made.
- B. Condition of Concrete Surfaces:
 - 1. The concrete surfaces shall be of sound structural grade, minimum of 3500 PSI compressive strength, and shall have a wood float or fine broom finish, free of fins, ridges, voids or entrained air holes.
 - 2. Concrete shall be cured by water curing method. Curing compounds must be of the pure sodium silicate or removed. Refer to manufacturer recommendations at www.carlisle-ccw.com or <http://www.wrmeadows.com> for more information.
 - 3. Concrete shall be cured a minimum of 14 days, 28 days preferred, and shall be sloped for proper drainage.
 - 4. Control joints and/or expansion joints, where required, shall have been properly installed at strategic points throughout the field of the wingwalls to control cracking caused by deflection and shrinkage.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

5. Any required crickets or drains should be installed at the time the wingwalls are poured. Wingwalls should be monolithic.
6. Voids, rock pockets and excessively rough surfaces shall be repaired with approved non-shrink grout or ground to match the unrepaired areas.
7. Where required two-stage drains shall have a minimum three inch flange and be installed with the flange flush and level with the concrete surface.
8. Surfaces at cold joints shall be on the same plane.

3.2 SURFACE PREPARATION

- A. The concrete surface must be thoroughly clean, dry and free from any surface contaminants or cleaning residue that may harmfully affect the adhesion of the membrane.
- B. Install a one inch face, 45° cant of manufacturer recommended polyurethane sealant at all angle changes and inside corners including projections through the wingwalls, etc.
- C. All cracks over 1/16" in width and all moving cracks under 1/16" in width shall be saw cut to 1/4" minimum in width and depth. Saw-cut a 1/4" by 1/4" kerf around drain flanges. Clean, prime and fill saw cuts flush with manufacturer recommended polyurethane sealant.
- D. All moving cracks over 1/16" wide and all expansion joints less than 1" wide shall be cleaned, primed, fitted with a backing rod and caulked with manufacturer recommended polyurethane sealant. For larger joints, contact Carlisle or W.R. Meadows representative.
- E. Allow all sealant to cure thoroughly.
- F. Apply a 6" wide, 45-mil thick stripe-coat of liquid-applied waterproofing membrane centered over all sealed cracks, hairline cracks, joints and outside corners.
- G. Apply a 45 mil thick stripe-coat of liquid-applied waterproofing membrane over sealant cants and extending four inches up the vertical wall to the height called out on the drawings (minimum eight inches recommended).
- H. Allow all detail work to cure overnight.
- I. Where required all metal and neoprene flashings shall be installed at this time. Apply a stripe coat of liquid-applied waterproofing membrane, 45 mils thick, six inches wide, centered over all transitions from concrete to metal flashings and reinforce with manufacturer recommended reinforcing fabric. Allow the stripe coat to cure over night (16 hours minimum).

3.3 APPLICATION

- A. Priming: Shall be per membrane manufacturer's instructions. Primer is not required for adhesion to dry, non-porous concrete. However, if pinhole and blistering problems occur as a result of air and/or moisture vapors emitted from the concrete and environmental conditions, it is recommended that the surface be primed with manufacturer recommended primer. Refer to manufacturer data sheet for full information regarding the use of this product.
- B. Wipe all detail work with a cloth wet with xylene solvent.
- C. Liquid-Applied Waterproofing Membrane: Thoroughly mechanically mix membrane prior to application. Apply in one uniform coat at the rate of one gallon minimum per 20-25 square feet per gallon as needed in order to obtain a minimum thickness of 60 wet mils. Work material into any fluted rib forming indentations.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- D. In the event the entire surface is not completed in one day, prior to beginning application the next working day clean an area 6" wide along the edge of the previously applied membrane with a cloth wet with xylene solvent. New work shall overlap the existing work by six inches.
- E. Avoid use of products that contain tars, solvents, pitches, polysulfide polymers, or PVC materials that may come into contact with waterproofing membrane system.

3.4 INTEGRITY TESTING

- A. Test is required for all expanded warranties beyond the standard material warranty of horizontal applications.
- B. The test can be done with Electronic Vector Mapping or flood testing. Flood testing requires 2" minimum head of water for a period of 24 hours.

3.5 PROTECTION COURSE

- A. Protect membrane with application of waterproofing protection course, drainage board, or other approved material.

END OF SECTION 071416

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 101426 - EXTERIOR SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to this section.
- B. Manual on Uniform Traffic Control Devices, latest edition (MUTCD).
- C. Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction and Standard Drawings.
- D. Louisville Metro Louisville Loop Design Guidelines, latest edition.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Exterior Signage.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earthwork" for aggregate subbase and base.
 - 2. Division 32 Section "Pavement Markings" for striping of pavement and coordination for locating signs.

1.3 SYSTEM DESCRIPTION

- A. Provide and install exterior signage according to the materials, workmanship, and other applicable requirements of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction.
 - 1. Standard Specification: As indicated.
 - 2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 DESCRIPTION OF WORK

- A. General. Provide the labor, tools, equipment, and materials necessary to furnish and install the exterior post and panel signs in accordance with the plans and as specified herein.
- B. This section includes the following:
 - 1. Nonilluminated single-panel type post and panel exterior signs.

1.5 QUALITY ASSURANCE

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- A. Codes and Standards. Perform all work to furnish and install the exterior post and panel signs in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.
- B. Installer Qualifications. Engage an experienced installer who is an authorized representative of the sign manufacturer and has completed installation of exterior post and panel signs similar in material, design, and extent to those indicated for the project and that has resulted in construction with a record of successful in-service performance.
- C. Single-Source Responsibility. Obtain exterior post and panel signs from one source from a single manufacturer.
- D. Design Concept. The size, profiles, and dimensional requirements of post and panel signs and are based on the specific type and model indicated in the MUTCD and the Louisville Loop Design Guidelines. Signs by other manufacturers may be considered provided deviations in dimensions and profiles are minor and do not change the design concept as judged by the Engineer/Architect. The burden of proof of equality is on the proposer.

1.6 SUBMITTALS

- A. Transmittals. Furnish manufacturer's product data, test reports, and material certifications as required.
- B. Submit the following in accordance with Conditions of the Contract and Division 1 specification sections.
 - 1. Product Data. Include manufacturer's construction details relative to materials, dimensions of individual components, profiles, and finishes for each type of sign required. Provide manufacturer's recommendations for maintenance and cleaning requirements for exterior sign surfaces.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery. Provide protective covering or crating as recommended by the manufacturer to protect sign components and surfaces against damage during transportation and delivery.
 - 1. Coordinate time of delivery so that pylon signs can be installed within 24 hours of receipt at the project site.
- B. Handling. Handle signs carefully to prevent breakage, surface abrasion, denting, soiling, and other defects. Comply with the manufacturer's handling instructions for unloading components subject to damage.
 - 1. Inspect sign components for damage upon delivery. Do not install damaged sign components. Repair minor damage to signs, provided the finished repair is equal in all respects to the original work and is acceptable to the Architect or Owner; otherwise remove and replace damaged sign components.

PART 2 - PRODUCTS

EXTERIOR SIGNAGE

101426-2

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2.1 MATERIALS

- A. Aluminum Sheet or Plate. Provide Sign Substrates as described in Section 833 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
- B. Concrete. Provide concrete for post holes consisting of Portland cement complying with ASTM C 150, aggregates complying with ASTM C 33, and clean water. Mix the materials to obtain concrete with a minimum 28 day compressive strength of 3,000 psi. Use at least four sacks of cement per cubic yard, 1-inch maximum size aggregate, maximum 3-inch slump, and 2 to 4 percent entrained air.
- C. Fasteners. Unless otherwise indicated, use concealed fasteners fabricated from metals that are noncorrosive to either the sign material or the mounting surface.
- D. Anchors and Inserts. Use nonferrous metal or hot dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete.

2.2 COMPONENTS

- A. Posts. Provide Type I and Type II posts as described in Section 832 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction.
 - 1. Post-Mounting Method. Provide posts of length required for permanent installation by the direct burial mounting method.
 - 2. Post-Mounting Method. Provide sign posts of length required for installation with flange or base plate welded to bottom of post for fastening to concrete foundation with anchor bolts. Provide holes in base plate for anchor bolts.
- B. Panels. Provide Panel Traffic Signs as described in Section 715 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction.

2.3 FABRICATION

- A. General. As described in Section 715 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction.

2.4 FINISHES

- A. Provide Retroreflective Materials as described in Section 830 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General. Locate sign units and accessories where indicated, using mounting methods of the type described and in compliance with the manufacturer's instructions.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- B. Excavation. In firm undisturbed or compacted soil, drill or (using a post hole digger) hand-excavate holes for each post to the minimum diameter recommended by the sign manufacturer, but not less than 4 times the largest post cross section.
 - 1. Excavate holes to depths approximately 3 inches lower than the required post bottom, with bottom of posts set not less than 36 inches below finished grade surface.
- C. Setting Posts. Center and align posts in holes 3 inches above bottom of the excavation.
 - 1. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position until concrete has achieved its initial set.
- D. Set anchor bolts and other embedded items required for installation post and panel signs. Use templates, setting drawings diagrams, instructions, and directions provided by suppliers of items to be attached.
- E. Install signs level, plumb, and at the height indicated or required by local regulations, with sign surfaces free from distortion or other defects in appearance.

3.2 CLEANING

- A. General. At completion of the installation, clean soiled surfaces of sign units in accordance with the manufacturer's instructions.

3.3 PROTECTION

- A. General. Protect installed sign units from damage until acceptance by the Owner.

END OF SECTION 101426

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260501 - GENERAL PROVISIONS - ELECTRICAL

PART 1 - GENERAL

- 1.1 The Instructions to Bidders, General and Special Conditions, and all other contract documents shall apply to the Contractor's work as well as to each of his Sub Contractor's work. Each Contractor is directed to familiarize himself in detail with all documents pertinent to this Contract. In case of conflict between these General Provisions and the General and/or Special Conditions, the affected Contractor shall contact the Engineer for clarification and final determination.
- 1.2 Each Contractor shall be governed by any alternates, unit prices and Addenda or other contract documents insofar as they may affect his part of the work.
- 1.3 The work included in this division consists of the furnishing of all labor, equipment, transportation, supplies, material and appurtenances and performing all operations necessary for the satisfactory installation of complete and operating Electrical Systems indicated on the drawings and/or specified herein.
- 1.4 Any materials, labor, equipment or services not mentioned specifically herein which may be necessary to complete or perfect any part of the Electrical Systems in a substantial manner, in compliance with the requirements stated, implied, or intended in the drawings and specifications, shall be included as part of this Contract. The Contractor shall give written notice of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of work omitted a minimum of ten days prior to bid. In the absence of such written notice and by the act of submitting his bid, it shall be understood that the Contractor has included the cost of all required items in his bid, and that he will be responsible for the approved satisfactory functioning of the entire system without extra compensations.
- 1.5 It is not the intent of this section of the specifications (or the remainder of the contract documents) to make any specific Contractor, other than the Contractor holding the prime contract, responsible to the Owner, Architect and Engineer. All transactions such as submittal of shop drawings, claims for extra costs, requests for equipment or materials substitution, shall be done through the Contractor to the Architect (if applicable), then to the Engineer.
- 1.6 This section of the Specifications or the arrangement of the contract documents shall not be construed as an attempt to arbitrarily assign responsibility for work, material, equipment or services to a particular trade Contractor or Sub-Contractor. Unless stated otherwise, the subdivision and assignment of work under the various sections shall be the responsibility of the Contractor holding the prime contract.
- 1.7 It is the intent of this Contract to deliver to the Owners a "like new" project once work is complete. Although plans and specifications are complete to the extent possible, it shall be responsibility of the Contractors involved to remove and/or relocate or re-attach any existing or new systems which interfere with new equipment or materials to be installed by other trades without additional cost to the Owner.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- 1.8 In general, and to the extent possible, all work shall be accomplished without interruption of the existing facilities' operations. Each Contractor shall advise the Architect, Owner and Engineer in writing at least one week prior to the deliberate interruption of any services. The Owners shall be advised of the exact time that interruption will occur and the length of time the interruption will occur. Failure to comply with this requirement may result in complete work stoppage by the Contractors involved until a complete schedule of interruptions can be developed.
- 1.9 Whenever utilities are interrupted, either deliberately or accidentally, the Contractor shall work continuously to restore said service. The Contractor shall provide tools, materials, skilled journeymen of his own and other trades as necessary, premium time as needed and coordination with all applicable utilities, including payment of utility company charges (if any), all without requests for extra compensation to the Owner, except where otherwise provided for in the contract for the work.
- 1.10 Definitions:
- 1.10.1 Prime Contractor - The Contractor who has been engaged by the Owner in a contractual relationship to accomplish the work.
- 1.10.2 Electrical Contractor - Any Contractor whether bidding or working independently or under the supervision of a General Contractor, that is: the one holding the Prime Contract and who installs any type of Electrical work, such as: power, lighting, television, telecommunications, data, fiber optic, intercom, fire detection and alarm, security, video, underground or overhead electrical, etc.
- 1.10.3 Electrical Sub-Contractor - Each or any Contractor contracted to, or employed by, the Electrical Contractor for any work required by the Electrical Contractor.
- 1.10.4 Engineer - The Consulting Mechanical-Electrical Engineers either consulting to the Owner, Architect, other Engineers, etc.
- 1.10.5 Architect - The Architect of Record for the project, if any.
- 1.10.6 Furnish - Deliver to the site in good condition.
- 1.10.7 Provide - Furnish and install in complete working order.
- 1.10.8 Install - Install equipment furnished by others in complete working order.
- 1.10.9 Contract Documents - All documents pertinent to the quality and quantity of all work to be performed on the project. Includes, but not limited to: Plans, Specifications, Addenda, Instructions to Bidders, (both General and Sub-Contractors), Unit Prices, Shop Drawings, Field Orders, Change Orders, Cost Breakdowns, Construction Manager's Assignments, Architect's Supplemental Instructions, Periodical Payment Requests, etc.
- 1.10.9.1 Note: Any reference within these specifications to a specific entity, i.e., "Electrical Contractor" is not to be construed as an attempt to limit or define the scope of work for that entity or assign work to a specific trade or contracting entity. Such assignments of responsibility are the

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

responsibility of the Contractor or Construction Manager holding the prime contract, unless otherwise provided herein.

PART 2 - INTENT

- 2.1 It is the intent of these specifications and all associated drawings that the Contractor provide finished work, tested, and ready for operation. Wherever the word "provide" is used, it shall mean "furnish and install complete and ready for use."
- 2.2 Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work, the same as if herein specified or shown.

PART 3 - ELECTRICAL DRAWINGS AND SPECIFICATIONS

- 3.1 The drawings are diagrammatic only and indicate the general arrangement of the systems and are to be followed insofar as possible. If deviations from the layouts are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted in writing to the Engineer for approval before proceeding with the work. The Contract Drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the systems. Contractors shall, however, anticipate that additional offsets may be required and submit their bid accordingly.
- 3.2 The drawings and specifications are intended to supplement each other. No Contractor or supplier shall take advantage of conflict between them, or between parts of either, but should this condition exist, the Contractor or supplier shall request a clarification of the condition at least ten days prior to the submission of bids so that the condition may be clarified by Addendum. In the event that such a condition arises after work is started, the interpretation of the Engineer shall be the determining factor. In all instances, unless modified in writing and agreed upon by all parties thereto, the Contract to accomplish the work shall be binding on the affected Contractor.
- 3.3 The drawings and specifications shall be considered to be cooperative and complimentary and anything appearing in the specifications which may not be indicated on the drawings or conversely, shall be considered as part of the Contract and must be executed the same as though indicated by both.
- 3.4 This Contractor shall make all his own measurements in the field and shall be responsible for correct fitting. He shall coordinate this work with all other branches of work in such a manner as to cause a minimum of conflict or delay.
- 3.5 The Engineer shall reserve the right to make minor adjustments in location of conduit, fixtures, outlets, switches, etc., where he considers such adjustments desirable in the interest of concealing work or presenting a better appearance.
- 3.6 Each Contractor shall evaluate ceiling heights called for on Architectural Plans. Where the location of Electrical equipment may interfere with ceiling heights, the Contractor shall call this to the attention of the Engineer in writing prior to making the installation. Any such changes shall be anticipated and requested sufficiently in advance so as to not cause extra work on the part of the Contractor or unduly delay the work.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- 3.7 Should overlap of work between the various trades become evident, this shall be called to the attention of the Engineer. In such event neither trade shall assume that he is to be relieved of the work which is specified under his branch until instructions in writing are received from the Engineer.
- 3.8 The Electrical drawings are intended to show the approximate location of equipment, materials, etc. Dimensions given in figures on the drawings shall take precedence over scaled dimensions and all dimensions whether given in figures or scaled shall be verified in the field. In case of conflict between small and large scale drawings, the larger scale drawings shall take precedence.
- 3.9 The Electrical Contractor and his Sub Contractors shall review all drawings in detail as they may relate to his work (structural, architectural, site survey, mechanical, etc.). Review all drawings for general coordination of work, responsibilities, ceiling clearances, wall penetration points, chase access, fixture elevations, etc. Make any pertinent coordination or apparent conflict comments to the Engineers at least ten days prior to bids, for issuance of clarification by written addendum.
- 3.10 Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, or not indicated at all, the parts drawn out shall apply to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.
- 3.11 Special Note: Always check ceiling heights indicated on Drawings and Schedules and insure that these heights may be maintained after all mechanical and electrical equipment is installed. If a conflict is apparent, notify the Engineer in writing for instructions.

PART 4 - EXAMINATION OF SITE AND CONDITIONS

- 4.1 Each Contractor shall inform himself of all of the conditions under which the work is to be performed, the site of the work, the structure of the ground, the obstacles that may be encountered, the availability and location of necessary facilities and all relevant matters concerning the work. All Contractors shall carefully examine all Drawings and Specifications and inform themselves of the kind and type of materials to be used throughout the project and which may, in any way, affect the execution of his work.
- 4.2 Each Contractor shall fully acquaint himself with all existing conditions as to ingress and egress, distance of haul from supply points, routes for transportation of materials, facilities and services, availability of temporary or permanent utilities, etc. The Contractor shall include in his work all expenses or disbursements in connection with such matters and conditions. Each Contractor shall verify all work shown on the drawings and conditions at the site, and shall report in writing to the Engineer ten days prior to bid, any apparent omissions or discrepancies in order that clarifications may be issued by written addendum. No allowance is to be made for lack of knowledge concerning such conditions after bids are accepted.

PART 5 - EQUIPMENT AND MATERIALS SUBSTITUTIONS OR DEVIATIONS

- 5.1 When any Contractor requests review of substitute materials and/or equipment, and when under an approved formal alternate proposal, it shall be understood and agreed that such substitution, if approved, will be made without additional cost regardless of changes in connections, spacing,

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

service, mounting, etc. In all cases where substitutions affect other trades, the Contractor offering such substitutions shall advise all such Contractors of the change and shall reimburse them for all necessary changes in their work. Any drawings, Specifications, Diagrams, etc., required to describe and coordinate such substitutions or deviations shall be professionally prepared at the responsible Contractor's expense. Special Note: Review of Shop Drawings by the Engineer does not absolve the Contractor of this responsibility.

- 5.2 References in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Each Contractor, in such cases, may, at his option, use any article, device, product, material, fixture, form, or type of construction which in the judgment of the Engineer is equivalent to that specified, provided the provisions of paragraph (A) immediately preceding are met. Substitutions shall be submitted to the Engineer a minimum of ten days prior to bid date for approval to bid in written form thru addenda or other method selected by the Engineer. If this procedure is not followed, the substitution will be rejected. If prevailing laws of cities, towns, states or countries are more stringent than these specifications regarding such substitutions, then those laws shall prevail over these requirements.
- 5.3 Wherever any equipment and material is specified exclusively only such items shall be used unless substitution is accepted in writing by the engineers.
- 5.4 Each Contractor shall furnish along with his proposal a list of specified equipment and materials which he proposes to provide. Where several makes are mentioned in the Specifications and the Contractor fails to state which he proposes to furnish, the Engineer shall have the right to choose any of the makes mentioned without change in price.

PART 6 - SUPERVISION OF WORK

- 6.1 Each Contractor and Sub-Contractors shall personally supervise the work or have a competent superintendent on the project site at all times during progress of the work, with full authority to act for him in matters related to the project.

PART 7 - CODES, RULES, PERMITS, FEES, REGULATIONS, ETC.

- 7.1 The Contractor shall give all necessary notices, obtain and pay for all permits, government sales taxes, fees, and other costs including utility connections or extensions, in connection with his work. As necessary, he shall file all required plans, utility easement requests and drawings, survey information on line locations, load calculations, etc., prepare all documents and obtain all necessary approvals of all utility and governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver same to the Engineer before request for acceptance and final payment for the work.
- 7.2 Ignorance of Codes, Rules, regulations, utility company requirements, laws, etc., shall not diminish or absolve Contractor's responsibilities to provide and complete all work in compliance with such.
- 7.3 The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus or drawings required in order to comply with all applicable laws, ordinances rules and regulations, whether or not shown on drawings and/or specified.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- 7.4 All materials furnished and all work installed shall comply with the current edition of the National Electrical Codes, National Fire Codes of the National Fire Protection Association, the requirements of local utility companies, and with the requirements of all governmental agencies or departments having jurisdiction.
- 7.5 All material and equipment for the electrical systems shall bear the approval label, and shall be listed by the Underwriters' Laboratories, Incorporated. Listings by other testing agencies may be acceptable with written approval by the Engineer.
- 7.6 All electrical work is to be constructed and installed in accordance with plans and specifications which have been approved in their entirety and/or reflect any changes requested by the State Fire Marshal, as applicable or required. Electrical work shall not commence until such plans are in the hands of the Electrical Contractor.
- 7.7 The Contractor shall insure that his work is accomplished in accord with OSHA Standards and any other applicable government requirements.
- 7.8 Where conflict arises between any code and the plans and/or specifications, the code shall apply except in the instance where the plans and specifications exceed the requirements of the code. Any changes required as a result of these conflicts shall be brought to the attention of the Engineer at least ten working days prior to bid date, otherwise the Contractor shall make the required changes at his own expense. The provisions of the codes constitute minimum standards for wiring methods, materials, equipment and construction and compliance therewith will be required for all electrical work, except where the drawings and specifications require better materials, equipment, and construction than these minimum standards, in which case the drawings and specifications shall be the minimum standards.

PART 8 - COST BREAKDOWNS

- 8.1 Within thirty days after acceptance of the Contract, each Contractor is required to furnish to the Engineer one copy of a detailed cost breakdown on each respective area of work. These cost breakdowns shall be made on forms provided or approved by the Engineer or Architect. Payments will not be made until satisfactory cost breakdowns are submitted.

PART 9 - GUARANTEES AND WARRANTIES

- 9.1 Each Contractor shall reference General Conditions for warranties and corrections of work.
- 9.2 Items of equipment which have longer guarantees, as called for in these specifications or as otherwise offered by the manufacturer, such as generators, engines, batteries, transformers, etc., shall have warranties and guarantees completed in order, and shall be in effect at the time of final acceptance of the work by the Engineer. The Contractor shall present the Engineer with such warranties and guarantees at the time of final acceptance of the work. The Owner reserves the right to use equipment installed by the Contractor prior to date of final acceptance. Such use of equipment shall in no way invalidate the guarantee except that Owner shall be liable for any damage to equipment during this period due to negligence of his operator or other employee.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 10 - INSPECTION, APPROVALS AND TESTS

- 10.1 Before requesting a final review of the installation from the Architect and/or Engineer, each Contractor shall thoroughly inspect his installation to assure that the work is complete in every detail and that all requirements of the Contract Documents have been fulfilled. Failure to accomplish this may result in charges from the Architect and/or Engineers for unnecessary and undue work on their part.
- 10.2 Owner's and Engineer's inspections: Two inspections will be held to generate and then review punchlist items. All site visits thereafter shall be billed to the Contractor at the Engineer's standard hourly rates.
- 10.3 The Contractor shall provide as a part of this contract electrical inspection by the City of Louisville Electrical Inspector, licensed to provide such services. All costs incidental to the provision of electrical inspections shall be borne by the Contractor.
- 10.4 The Contractor shall advise each Inspection Agency in writing (with an information copy of the correspondence to the Architect and/or Engineer) when he anticipates commencing work. Failure of the Inspection Agency to inspect the work in the stage following and submit the related reports may result in the Contractor's having to expose concealed work not so inspected. Such exposure will be at the expense of the responsible Contractor.
- 10.5 Inspections shall be scheduled for rough-in as well as finished work. The rough-in inspections shall be divided into as many inspections as may be necessary to cover all roughing-in without fail. Report of each such inspection visit shall be submitted to the Architect, Engineer and the Contractor within three days of the inspection.
- 10.6 Approval by an Inspector does not relieve the Contractor from the responsibilities of furnishing equipment having a quality of performance equivalent to the requirements set forth in these plans and specifications. All work under this contract is subject to the review of the Architect and/or Engineer, whose decision is binding.
- 10.7 Before final acceptance, the Contractor shall furnish the original and three copies of the certificates of final approval by the Electrical Inspector (as well as all other inspection certificates) to the Engineer with one copy of each to the appropriate government agencies, as applicable. Final payment for the work shall be contingent upon completion of this requirement.
- 10.8 The Contractor shall test all wiring and connections for continuity and grounds before equipment and fixtures are connected, and when indicated or required, demonstrate by Megger Test the insulation resistance of any circuit or group of circuits. Where such tests indicate the possibility of faulty insulation, locate the point of such fault, pull out the defective conductor, replacing same with new and demonstrate by further test the elimination of such defect.

PART 11 - CHANGES IN ELECTRICAL WORK

REFER TO GENERAL AND SPECIAL CONDITIONS.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 12 - CLAIMS FOR EXTRA COST

REFER TO GENERAL AND SPECIAL CONDITIONS.

PART 13 - SURVEYS, MEASUREMENTS AND GRADES

- 13.1 The Contractor shall lay out his work and be responsible for all necessary lines, levels, elevations and measurements. He must verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to do so.
- 13.2 The Contractor shall base all measurements, both horizontal and vertical from established benchmarks. All work shall agree with these established lines and levels. Verify all measurements at site and check the correctness of same as related to the work.
- 13.3 Should the Contractor discover any discrepancy between actual measurements and those indicated, which prevents following good practice or the intent of the drawings and specifications, he shall notify the Engineer thru normal channels of job communication and shall not proceed with his work until he has received instructions from the Engineer.

PART 14 - TEMPORARY USE OF EQUIPMENT

- 14.1 The permanent electrical equipment, when installed, may be used for temporary services, subject to an agreement between the Contractors involved, the Owner, and with the consent of the Engineer. Should the permanent systems be used for this purpose, each Contractor shall pay for all temporary connections required and any replacements required due to damage without cost, leaving the equipment and installation in "as new" condition.
- 14.2 Permission to use the permanent equipment does not relieve the Contractors who utilize this equipment from the responsibility for any damages to the building construction and/or equipment which might result because of its use.

PART 15 - TEMPORARY SERVICES

- 15.1 The Contractor shall arrange with the General Contractor or Construction Manager for temporary electrical and other services which he may require to accomplish his work. In the absence of other provisions in the contract, the Contractor shall provide for his own temporary services of all types, including the cost of connections, utility company fees, construction, removal, etc., in his bid.
- 15.2 All temporary services shall be removed by Contractor prior to acceptance of work.

PART 16 - RECORD DRAWINGS

- 16.1 Note: Also, refer to additional record drawing requirements within the general conditions and other sections of these specifications.
- 16.2 The Contractor shall insure that any deviations from the design are being recorded daily or as necessary on record drawings being maintained by the Contractor. Dimensions from fixed, visible

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

permanent lines or landmarks shown in vertical and horizontal ways shall be utilized. Compliance shall be a requirement for final payment. Pay particular attention to the location of underfloor or underground exterior in-contract or utility-owned or leased service lines, main switches and other appurtenances important to the maintenance and safety of the Electrical System. Deliver these record drawings to the Engineer as a system is completed, within ten days of the mark-up and/or while the accuracy of the mark-ups can be verified visually. Monthly payment may be withheld if the requirement is not complied with.

PART 17 - MATERIALS AND WORKMANSHIP

- 17.1 All electrical equipment, materials and articles incorporated in the work shall be new and of comparable quality to that specified. All workmanship shall be first-class and shall be performed by electricians skilled and regularly employed in their respective trades. The Contractor shall determine that the equipment he proposes to furnish can be brought into the building(s) and installed within the space available. All equipment shall be installed so that all parts are readily accessible for inspection, maintenance, replacement, etc. Extra compensation will not be allowed for relocation of equipment for accessibility or for dismantling equipment to obtain entrance into the building(s).
- 17.2 All conduit and/or conductors shall be concealed underground, within crawl space in or below walls, floors or above ceilings unless otherwise noted. All fixtures, devices and wiring required shall be installed to make up complete systems as indicated on the drawings and specified herein. Raceways shall not be placed within foundation walls and footings. See notes on plans about the limitation on work allowed to be installed within the crawl space.
- 17.3 All materials, where applicable, shall bear Underwriters' Laboratories label or that of another Engineer-approved testing agency, where such a standard has been established.
- 17.4 Each length of conduit, wireway, duct, conductor, cable, fitting, fixture and device used in the electrical systems shall be stamped or indelibly marked with the makers mark or name.
- 17.5 All electrical equipment shall bear the manufacturer's name and address and shall indicate its electrical capacity and characteristics.
- 17.6 All electrical materials, equipment and appliances shall conform to the latest standards of the National Electric Manufacturers Association (NEMA) and the National Board of Fire Underwriters (NBFU) and shall be approved by the Owner's insuring agency if so required.

PART 18 - QUALIFICATIONS OF WORKMEN

- 18.1 All electrical contractors bidding this project must have been a licensed company for a minimum of three years to qualify to bid this project. Individual employee experience does not supercede this requirement.
- 18.2 All subcontractors bidding the electrical work must have completed one project of 70% this subcontract cost size and two projects of 50% this subcontract cost size.
- 18.3 All electrical work shall be accomplished by qualified workmen competent in the area of work for which they are responsible. Untrained and incompetent workmen as evidenced by their

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

workmanship shall be relieved of their responsibilities in those areas. The Engineer shall reserve the right to determine the quality of workmanship of any workman and unqualified or incompetent workmen shall refrain from work in areas not satisfactory to him. Requests for relief of a workman shall be made through the normal channels of responsibility established by the Architect or the contract document provisions.

- 18.4 All electrical work shall be accomplished by Journeymen electricians under the direct supervision of a licensed Electrician. All applicable codes, utility company regulations, laws and permitting authority of the locality shall be fully complied with by the Contractor.

PART 19 - CONDUCT OF WORKMEN

- 19.1 The Contractor shall be responsible for the conduct of all workmen under his supervision. Misconduct on the part of any workmen to the extent of creating a safety hazard, or endangering the lives and property of others, shall result in the prompt permanent dismissal of that workman from the project. The possession, consumption or influence of alcoholic beverages, narcotics or illegally used controlled substances on the jobsite is strictly forbidden. Possession of a fire-arm is prohibited and may result in prosecution. Foul or bad language, graffiti is strictly prohibited. Display of nude tattoos is prohibited.

PART 20 - COOPERATION AND COORDINATION BETWEEN TRADES

- 20.1 The Contractor is expressly directed to read the General Conditions and all detailed sections of these specifications for all other trades and to study all drawings applicable to his work, including Architectural, Mechanical and Structural Drawings, to the end that complete coordination between trades will be effected.
- 20.2 Refer to Coordination Among Trades, Systems Interfacing and Connection of Equipment Furnished by Others section of these Specifications for further coordination requirements. The Contractor is responsible for the correct location of all rough-in and connections at every piece of equipment. Work not correctly located shall be relocated at the Contractor's expense.

PART 21 - PROTECTION OF EQUIPMENT

- 21.1 The Contractor shall be entirely responsible for all material and equipment furnished by him in connection with his work and special care shall be taken to properly protect all parts thereof from damage and weather during the construction period. Such protection shall be by a means acceptable to the Engineer. All rough-in conduit shall be properly plugged or capped during construction in a manner approved by the Engineer. Equipment damaged while stored on site either before or after installation shall be repaired or replaced (as determined by the Engineer) by the responsible Contractor. Electrical equipment exposed to the weather shall be replaced by the Contractor at his expense.

PART 22 - CONCRETE WORK

- 22.1 The Contractor shall be responsible for the provision of all concrete work required for the installation of any of his systems or equipment. If this work is provided by another trade, it will not relieve the Electrical Contractor of his responsibilities relative to dimensions, quality of

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

workmanship, locations, etc. In the absence of other concrete specifications, all concrete related to Electrical work shall be 3000 PSI minimum compression strength at 28 days curing and shall conform to the standards of the American Concrete Institute Publication ACI-318. Heavy equipment shall not be set on pads for at least seven days after pour.

- 22.2 All concrete pads shall be complete with all pipe sleeves, embeds, anchor bolts, reinforcing steel, concrete, etc., as required. Pads larger than 18" in width shall be reinforced with minimum #4 round bars on 6" centers both ways. All reinforcing steel shall be per ASTM requirements, tied properly, lapped 18 bar diameters and supported appropriately up off form, slab or underlayment. Bars shall be approximately 3" above the bottom of the pad with a minimum 2" cover. All parts of pads and foundations shall be properly rodded or vibrated. If exposed parts of the pads and foundations are rough or show honeycomb after removing forms properly adhered repairs shall be made. If structural integrity is violated, the concrete shall be replaced. All surfaces shall be rubbed to a smooth finish and chamfered edges.
- 22.3 Special Note: All pads and concrete lighting standard bases shall be crowned slightly in center to avoid water ponding beneath equipment.
- 22.4 In general, concrete pads for small equipment shall extend 6" beyond the equipment's base dimensions. For large equipment with service access panels, extend pads 18" beyond base or overall dimensions to allow walking and servicing space at locations requiring service access.
- 22.5 Exterior concrete pads shall be 4" minimum above grade and 4" below grade on a tamped 4" dense grade rock base unless otherwise noted or required by utility company. Surfaces of all foundations and bases shall have a smooth finish with three-quarter inch radius or chamfer on exposed edges, trowelled or rubbed smooth. All exterior pads shall be crowned approximately 1/8" per foot, sloping from center for drainage.

PART 23 - RESTORATION OF NEW OR EXISTING SHRUBS, PAVING, ETC.

- 23.1 The Contractor shall replace to their original condition all paving, curbing surfaces, drainage ditches, structures, fences, shrubs, existing or new building surfaces and appurtenances, and any other items damaged or removed by his operations. Replacement and repairs shall be in accordance with good construction practice and shall match materials employed in the original construction of the item to be replaced. All repairs shall be to the satisfaction of the Engineer, and in accord with the Architect's standards for such work, as applicable. Patchwork on new construction will not be accepted.

PART 24 - MAINTENANCE OF EXISTING UTILITIES AND LINES

- 24.1 The locations of all piping, conduits, cables, utilities and manholes existing, or otherwise, that come within the contract construction site, shall be subject to continuous uninterrupted maintenance with no exception unless the Owner of the utilities grants permission to interrupt same temporarily, if need be. Provide one week's written notice to Engineer, Architect and Owner prior to interrupting any utility service or line. Also see Article 1. - General, this section.
- 24.2 Known utilities and lines as available to the Engineer are shown on the drawings. However, it is additionally required that, prior to any excavation being performed, each Contractor ascertain and

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

mark all utilities or lines that would be endangered by the excavation. Contractor shall bear costs of repairing damaged utilities.

- 24.3 If the above mentioned utilities or lines occur in the earth within the construction site, the Contractor shall first probe and make every effort to locate the lines prior to excavating in the respective area.
- 24.4 Cutting into existing utilities and services shall be done in coordination with and as designated by the Owner of the utility. The Contractor shall work continuously to restore service(s) upon deliberate or accidental interruption, providing premium time and materials as needed without extra claim to the Owner.
- 24.5 The Contractor shall repair to the satisfaction of the Engineer any surface or subsurface improvements damaged during the course of the work, unless such improvement is shown to be abandoned or removed.
- 24.6 Machine excavation shall not be permitted within ten feet of existing gas or fuel lines. Hand excavate only in these areas, in accord with utility company, agency or other applicable laws, standards or regulations.
- 24.7 Protect all new or existing lines from damage by traffic, etc. during construction.
- 24.8 Protect existing trees, indicated to remain with fencing or other approved method. Hold all new subsurface lines outside the drip line of trees, offsetting as necessary to protect root structures. Refer to planting or landscaping plans, or in their absence, consult with the Architect.

PART 25 - QUIET OPERATION, SUPPORTS, VIBRATION AND OSCILLATION

- 25.1 All work shall operate under all conditions of load without any objectionable sound or vibration, the performance of which shall be determined by the Engineer. Noise from moving machinery or vibration noticeable outside of room in which it is installed, or annoyingly noticeable noise or vibration inside such room, will be considered objectionable. Sound or vibration conditions considered objectionable by the Engineer shall be corrected in an approved manner by the Contractor (or Contractors responsible) at his expense.
- 25.2 All equipment subject to vibration and/or oscillation shall be mounted on vibration supports suitable for the purpose of minimizing noise and vibration transmission, and shall be isolated from external connections such as piping, ducts, etc., by means of flexible connectors, vibration absorbers or other approved means. Surface mounted equipment such as panels, switches, etc., shall be affixed tightly to their mounting surface.
- 25.3 The Contractor shall provide supports for all equipment furnished by him using an approved vibration isolating type as needed. Supports shall be liberally sized and adequate to carry the load of the equipment and the loads of attached equipment, piping, etc. All equipment shall be securely fastened to the structure either directly or indirectly through supporting members by means of bolts or equally effective means. No work shall depend on the supports or work of unrelated trades unless specifically authorized in writing by the Architect or Engineer.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 26 - FINAL CONNECTIONS TO EQUIPMENT

- 26.1 The roughing-in and final connections to all electrically operated equipment furnished under this and all other sections of the contract documents or by others, shall be included in the Contract and shall consist of furnishing all labor and materials for connection and proper testing. The Contractor shall carefully coordinate with equipment suppliers, manufacturer's representatives, the vendor or other trades to provide complete electrical and dimensional interface to all such equipment (kitchen, hoods, mechanical equipment, panels, refrigeration equipment, etc.).

PART 27 - WELDING

- 27.1 The Contractor shall be responsible for quality of welding done by his organization and shall repair or replace any work not done in accordance with the Architect's or structural Engineer's specifications for such work. If required by the Engineer, the responsible Contractor shall cut at least three welds during the job for X-raying and testing. These welds are to be selected at random and shall be tested as a part of the responsible Contractor's work. Certification of these tests and X-rays shall be submitted, in triplicate, to the Engineer. In case a faulty weld is discovered, the Contractor shall be required to furnish additional tests and corrective measures until satisfactory results are obtained. All welding to be accomplished by certified welder.

PART 28 - ACCESSIBILITY

- 28.1 The Contractor shall locate all equipment which must be serviced, operated, or maintained in fully accessible positions. Equipment shall include but not be limited to junction boxes, pull boxes, contactors, panels, disconnects, controllers, switchgear, etc. Minor deviations from drawings may be made to allow for better accessibility, and any change shall be approved where the equipment is concealed.
- 28.2 Each Contractor shall provide (or arrange for the provision by other trades) the access panels for each concealed junction box, pull box, fixtures or electrical device requiring access or service as shown on Engineer's plans or as required. Locations of these panels shall be identified in sufficient time to be installed in the normal course of work. All access panels shall be installed in accord with the Architect's standards for such work.

PART 29 - ELECTRICAL CONNECTIONS

- 29.1 The Contractor shall furnish and install all power wiring and fusing complete from power source to motor or equipment junction box, including power wiring through starters. The Contractor shall install all starters not factory mounted on equipment. Unless otherwise noted, the supplier of equipment shall furnish starters with the equipment. Also refer to Division 15 of Specifications, shop drawings and equipment schedules for additional information.
- 29.2 All control, interlock, sensor, thermocouple and other wiring required for equipment operation shall be provided by the Contractor. All such installations shall be fully compliant with all requirements of Division 26 regardless of which trade actually installs such wiring. Motors and equipment shall be provided for current and voltage characteristics as indicated or required. All wiring shall be enclosed in raceways unless otherwise noted.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- 29.3 Each Contractor or sub-contractor, prior to bidding the work, shall coordinate power, control, sensor, interlock and all other wiring requirements for equipment or motors with all other contractors or sub-contractors, to ensure all needed wiring is provided in the Contract. Failure to make such coordination shall not be justification for claims of extra cost or a time extension to the Contract.

PART 30 - CUTTING AND PATCHING

- 30.1 Unless otherwise indicated or specified, each Contractor shall provide his own cutting and patching necessary to install the work specified in this Division. Patching shall match adjacent surfaces to the satisfaction of the Engineer and shall be in accord with the Architect's standards for such work, as applicable.
- 30.2 No structural members shall be cut without the approval of the Engineer and all such cutting shall be done in a manner directed by him.

PART 31 - SLEEVES AND PLATES

- 31.1 Each Contractor shall provide and locate all sleeves and inserts required for his work before the floors and walls are built, or shall be responsible for the cost of cutting and patching required where sleeves and inserts were not installed, or where incorrectly located. Each Contractor shall do all drilling required for the installation of his hangers. Drilling of anchor holes may be prohibited in post-tensioned concrete construction, in which case the Contractor shall request approved methods from the Architect and shall carefully coordinate setting of inserts, etc., with the Structural Engineer and/or Architect.
- 31.2 Galvanized steel sleeves shall be provided for all electrical conduit passing thru concrete floor slabs and concrete, masonry, tile and gypsum wall construction.
- 31.3 Where sleeves are placed in exterior walls below grade, the space between the pipe or conduit and the sleeves shall be packed with mechanical waterstop or other approved material and made completely water tight by a method approved by the Engineer and/or Architect.
- 31.4 Where conduit motion due to expansion and contraction will occur, make sleeves of sufficient diameter to permit free movement of pipe. Check floor and wall construction finishes to determine proper length of sleeves for various locations; make actual lengths to suit the following:
- 31.4.1 Terminate sleeves flush with walls, partitions and ceiling.
- 31.4.2 In areas where pipes are concealed, as in chases, terminate sleeves flush with floor.
- 31.4.3 In all areas where pipes are exposed, extend sleeves ½ inch above finished floor, except in rooms having floor drains, where sleeves shall be extended ¾ inches above floor.
- 31.5 Sleeves shall be constructed of 24 gauge galvanized sheet steel with lock seam joints for all sleeves set in concrete floor slabs terminating flush with the floor. All other sleeves shall be constructed of galvanized steel pipe unless otherwise indicated on the drawings.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- 31.6 Fasten sleeves securely in floors, walls, so that they will not become displaced when concrete is poured or when other construction occurs around them. Take precautions to prevent concrete, plaster or other materials being forced into the space between pipe and sleeve during construction. Fire and smoke stop all sleeves in a manner approved by the local authority having jurisdiction or per prevailing codes.

PART 32 - WEATHERPROOFING

- 32.1 Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Architect and/or Engineer before work is done. The Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.
- 32.2 Wherever work penetrates roofing, it shall be done in a manner that will not diminish or void the roofing guarantee or warranty in any way. Coordinate all such work with the roofing installer.

PART 33 - OPERATING INSTRUCTIONS

- 33.1 Upon completion of all work and all tests, each Contractor shall furnish the necessary skilled labor and helpers for operating his systems and equipment for a period of three days of eight hours each, or as otherwise specified. During this period, instruct the Owner or his representative fully in the operations, adjustment, and maintenance of all equipment furnished. Give at least one week's written notice to the Owner, Architect and Engineer in advance of this period. Contractor shall prepare an agenda for approval by Owner. The Engineer may attend any such training sessions or operational demonstrations. The Contractor shall certify in writing to the Engineer with copy to the Owner and Architect that such demonstrations have taken place, noting the date, time and names of the Owner's representative that were present.
- 33.2 Each Contractor shall furnish three complete bound sets for approval to the Engineer of typewritten and/or blueprinted instructions for operating and maintaining all systems and equipment included in this contract. All instructions shall be submitted in draft, for approval, prior to final issue. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions. Each section shall be properly tabbed, indexed and labeled, with a table of contents. Minimum 3-ring hard cover binder. Include specific part, catalog, model, serial, and shop order numbers; statement of warranties – indexed by section; manufacturer names, P.O.C. for warranties, etc.
- 33.3 Each Contractor, in the above mentioned instructions, shall include the maintenance schedule for the principal items of equipment furnished under this contract and a detailed, easy to read parts list and the name and address of the nearest source of supply.

PART 34 - SCAFFOLDING, RIGGING AND HOISTING

- 34.1 Each Contractor shall furnish all scaffolding, rigging, hoisting, and services necessary for erection and delivery into the premises of any equipment and apparatus furnished. Remove same from premises when no longer required in strict accordance with OSHA Guidelines.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 35 - CLEANING

- 35.1 Each Contractor shall, at all times, keep the area of his work presentable to the public and clean of rubbish caused by his operations; and at the completion of the work, shall remove all rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use. If the Contractor does not attend to such daily cleaning immediately upon request, the Engineer and/or Architect may cause cleaning to be done by others and charge the cost of same to the responsible Contractor. Each Contractor shall be responsible or all damage from fire which originates in, or is propagated by, accumulations of his rubbish or debris.
- 35.2 After completion of all work and before final acceptance of the work, each Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc., from the exterior of materials, equipment and all associated fabrication. Pay particular attention to finished area surfaces such as lighting fixture lenses, lamps, reflectors, panels, etc.

PART 36 - PAINTING

- 36.1 Each fixture, device, panel, junction box, etc., that is located in a finished area shall be provided with finish of color and type as selected or approved by the Architect or Engineer. **If custom color is required, it shall be provided at no additional cost to the Owner.** All other equipment, fixtures or devices located in finished or unfinished areas, that are not required to have or are provided with finish color or coating shall be provided in a prime painted condition, ready to receive finish paint or coating. All galvanized metal in finished areas and exposed on exterior shall be properly prepared with special processes to receive finish paint as directed and approved by the Architect.

PART 37 - INDEMNIFICATION

- 37.1 The Contractor shall hold harmless and indemnify the Engineer, employees, officers, agents and consultants from all claims, loss, damage, actions, causes of actions, expense and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons, (including third parties), or any property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from the negligence of the Contractor, any subcontractor, any employee, agent or representative.

PART 38 - HAZARDOUS MATERIALS

- 38.1 Any worker, occupant, visitor, inspector, etc., who encounters any material of whose content they are not certain shall promptly report the existence and location of that material to the Contractor and/or Owner. The Contractor shall, as a part of his work, insure that his workers are aware of this potential and what they are to do in the event of suspicion. He shall also keep uninformed persons from the premises during construction. Furthermore, the Contractor shall insure that no one comes near to or in contact with any such material or fumes therefrom until its content can be ascertained to be non-hazardous.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 38.2 CMTA, Inc., Consulting Engineers, have no expertise in the determination of the presence of hazardous materials. Therefore, no attempt has been made by them to identify the existence or location of any such material. Furthermore, CMTA nor any affiliate thereof will neither offer nor make any recommendations relative to the removal, handling or disposal of such material.
- 38.3 If the work interfaces, connects or relates in any way with or to existing components which contain or bear any hazardous material, asbestos being one, then, it shall be the Contractor's sole responsibility to contact the Owner and so advise him immediately.
- 38.4 The Contractor by execution of the contract for any work and/or by the accomplishment of any work thereby agrees to bring no claim relative to hazardous materials for negligence, breach of contract, indemnity, or any other such item against CMTA, its principals, employees, agents or consultants. Also, the Contractor further agrees to defend, indemnify and hold CMTA, its principals, employees, agents and consultants, harmless from any such related claims which may be brought by any subcontractors, suppliers or any other third parties.

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260503 - SHOP DRAWINGS, LITERATURE, MANUALS, PARTS LISTS, AND SPECIAL TOOLS

PART 1 - SHOP DRAWINGS

- 1.1 Each Contractor shall submit to the Architect and/or Engineer, within thirty days after the date of the Contract, sets of shop drawings and/or manufacturer's descriptive literature (coordinate exact quantity with architectural specifications) on all equipment required for the fulfillment of his contract. Each shop drawing and/or manufacturer's descriptive literature shall have proper notation indicated on it and shall be clearly referenced so the specifications, schedules, light fixture numbers, panel names and numbers, etc., so that the Architect and/or Engineer may readily determine the particular item the Contractor proposes to furnish. All data and information scheduled, noted or specified by hand shall be noted in color red on the submittals. The Contractor shall make any corrections or changes required and shall resubmit for final review as requested. Review of such drawings, descriptive literature and/or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications unless they have, in writing, directed the reviewer's attention to such deviations at the time of submission of drawings, literature and manuals; nor shall it relieve them from responsibility for errors or omissions of any nature in shop drawings, literature and manuals. The term "as specified" will not be accepted.
- 1.2 If the Contractor fails to comply with the requirements set forth above, the Architect and/or Engineer shall have the option of selecting any or all items listed in the specifications or on the drawings, and the Contractor will be required to provide all materials in accordance with this list.
- 1.3 Review of shop drawings by the Engineer applies only to conformance with the design concept of the project and general compliance with the information given in the contract documents. In all cases, the installing Contractor alone shall be responsible for furnishing the proper quantity of equipment and/or materials required, for seeing that all equipment fits the available space in a satisfactory manner and that piping, electrical and all other connections are suitably located.
- 1.4 The Engineer's review of shop drawings, schedules or other required submittal data shall not relieve the Contractor from responsibility for the adaptability of the equipment or materials to the project, compliance with applicable codes, rules, regulations, information that pertains to fabrication and installation, dimensions and quantities, electrical characteristics, and coordination of the work with all other trades involved in this project.
- 1.5 No cutting, fitting, rough-in, connections, etc., shall be accomplished until reviewed equipment shop drawings are in the hands of the Contractors concerned. It shall be each Contractor's responsibility to obtain reviewed shop drawings and to make all connections, etc. in the neatest and most workmanlike manner possible. Each Contractor shall coordinate with all the other Contractors having any connections, roughing-in, etc., to the equipment, to make certain proper fit, space coordination, voltage and phase relationships are accomplished.
- 1.6 In accord with the provisions specified hereinbefore, shop drawings, descriptive literature and schedules shall be submitted on each of the following indicated items as well as any equipment or systems deemed necessary by the Engineer:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1.6.2 Raceways

- Conduit (each type).
- Junction, pull, and device boxes.

1.6.1 Devices

- Wire, cable splices, and terminations
- Each type of wiring device and their coverplates.
- Any special items not listed above.

1.6.4 Miscellaneous

- Non-standard junction/pullboxes.

PART 2 - SPECIAL WRENCHES, TOOLS AND KEYS

- 2.1 Each Contractor shall provide, along with the equipment provided, any special wrenches or tools necessary to dismantle or service equipment or appliances installed by him. Wrenches shall include necessary keys, handles and operators for valves, switches, breakers, etc. and keys to electrical panels, emergency generators, alarm pull boxes and panels, etc. At least two of any such special wrench, keys, etc. shall be turned over to the Architect prior to completion of the project. Obtain a receipt that this has been accomplished and forward a copy to the Engineer.

PART 3 - MAINTENANCE AND OPERATION MANUALS

- 3.1 Upon substantial completion of the project, the Electrical Contractor shall deliver to the Engineers (in addition to the required Shop Drawings) three complete copies of operation and maintenance instructions and parts lists for all equipment provided. These documents shall at least include:
- 3.1.1 Detailed operating instructions.
 - 3.1.2 Detailed maintenance instructions including preventive maintenance schedules.
 - 3.1.3 Addresses and phone numbers indicating where parts may be purchased.
 - 3.1.4 Reference Division 1 Specification for additional requirements.

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260504 - CUTTING, PATCHING AND REPAIRING

PART 1 - GENERAL

- 1.1 Each Electrical Contractor shall be responsible for all openings, sleeves, trenches, etc. that he may require in floors, roofs, ceilings, walls, etc. and shall coordinate all such work with the General Contractor and all other trades. He shall coordinate with the General Contractor any openings which he is to provide before submitting a bid proposal in order to avoid conflict and disagreement during construction. Improperly located openings shall be reworked at the expense of the responsible Contractor.
- 1.2 Each Electrical Contractor shall plan his work ahead and shall place sleeves, frames or forms through all walls, floors and ceilings during the initial construction, where it is necessary for conduit, buss duct, conductors, wireways, etc. to go through; however, when this is not done, this Contractor shall do all cutting and patching as well as reinforcement required for the installation of his work, or he shall pay other trades for doing this work when so directed by the Architect. Any damage caused to the buildings by the workmen of the responsible Contractor must be corrected or rectified by him at his own expense.
- 1.3 Each Electrical Contractor shall cut holes in casework, equipment panels, etc. (if any), as required to pass pipes in and out.
- 1.4 Each Electrical Contractor shall notify other trades in due time where he will require openings of chases in new concrete or masonry. He shall set all concrete inserts and sleeves for his work. Failing to do this, he shall cut openings for his work and patch same as required at his own expense.
- 1.5 Openings in slabs and walls shall be cut with core drill. Hammer devices will not be permitted. Edges of trenches and large openings shall be scribe cut with a masonry saw.
- 1.6 Cast iron sleeves shall be installed through all walls where pipe enters the building below grade. Sleeves shall be flush with each face of the wall and shall be sufficiently larger than the entering pipe to permit thorough caulking with lead and oakum between pipe and sleeve for waterproofing.
- 1.7 In all cases, sleeves shall be at least two pipe sizes larger than nominal pipe diameter.
- 1.8 Sleeves passing through exterior wall (none are permitted thru roof) or where there is a possibility of water leakage and damage shall be caulked water tight for horizontal sleeves and flashed and counter-flashed with lead (4 lb.) or copper and soldered to the piping, lapped over sleeve and properly weather sealed. All roof penetrations shall be made inside mechanical equipment curbs, method to be approved by Franklin Monroe School District.
- 1.9 All rectangular or special shaped openings in plaster, stucco or similar materials including gypsum board shall be framed by means of plaster frames, casing beads, wood or metal angle members as required. The intent of this requirements is to provide smooth even termination of wall, floor and ceiling finishes as well as to provide a fastening means for lighting fixtures, panels, etc. Lintels shall be provided where indicated over all openings in bearing walls, etc.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 1.10 No cutting is to be done at points or in a manner that will weaken the structure and unnecessary cutting must be avoided. If in doubt, contact the Architect.
- 1.11 Each Electrical Contractor shall be responsible for properly shoring, bracing, supporting, etc. any existing and/or new construction to guard against cracking, settling, collapsing, displacing or weakening while openings are being made. Any damage occurring to the existing and/or new structures, due to failure to exercise proper precautions or due to action of the elements, shall be promptly and properly made good to the satisfaction of the Architect.
- 1.12 All work improperly done or not done at all as required by the Electrical trades in this section will be performed by the General Contractor at the direction of the Contractor whose work is affected. The cost of this work shall be paid for by the Contractor responsible.
- 1.13 All penetrations shall be patched with materials matching that which has been disturbed.

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260508 - COORDINATION AMONG TRADES, SYSTEMS INTERFACING AND CONNECTION OF EQUIPMENT FURNISHED BY OTHERS

PART 1 - COORDINATION

- 1.1 The Contractor is expressly directed to read the General Conditions and all sections of these specifications for all other trades and to study all drawings applicable to his work, including Architectural, Plumbing Fire Protection, Mechanical and Structural drawings, to the end that complete coordination between trades will be affected. Each Contractor shall make known to all other contractors the intended positioning of materials, raceways, supports, equipment and the intended order of his work. Coordinate all work with other trades and proceed with the installation in a manner that will not create delays for other trades or affect the Owner's operations.
- 1.2 Special attention to coordination shall be given to points where raceways, etc., must cross other conduits and where conduit and devices must recess into walls, soffits, columns, etc. It shall be the responsibility of each Contractor to leave the necessary room for other trades. No extra compensation or time will be allowed to cover the cost of removing devices, conduit, pipes, etc. or equipment found encroaching on space required by others.
- 1.3 The Contractor shall be responsible for coordination with all trades to insure that they have made provision for connections, operational switches, disconnect switches, fused disconnects, etc., for electrically operated equipment provided under this or any other division of the specifications, or as called for on the drawings. Any connection, circuiting, disconnects, fuses, etc., that are required for equipment operation shall be provided as a part of this contract.
- 1.4 If any discrepancies occur between accompanying drawings and these specifications and drawings and specifications covering other trade's work, each trade shall report such discrepancies to the Architect far enough in advance so that a workable solution can be presented. No extra payment will be allowed for relocation of devices, conduit, and equipment not installed or connected in accordance with the above instructions.

PART 2 - INTERFACING

- 2.1 Each Electrical Trade, Specialty Controls Trade, Mechanical Trade and the General Trades, etc., shall insure that coordination is effected relative to interfacing of all systems.

END OF SECTION.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

DIVISION 26 - ELECTRICAL

SECTION 260510 - SCOPE OF THE ELECTRICAL WORK

PART 1 - GENERAL

- 1.1 Each Electrical Contractor's attention is directed to Section 260501 - General Provisions, Electrical, and all other Contract Documents as they apply to his work.

PART 2 - SCOPE OF THE ELECTRICAL WORK

- 2.1 The Electrical work for this project includes all labor, materials, equipment, fixtures, excavation, backfill and related items required to completely install, test, place in service and deliver to the Owner complete electrical systems in accordance with the accompanying plans and all provisions of these specifications. This work shall primarily include, but is not limited to the following:
- 2.1.1 All conduits, conductors, outlet boxes, fittings, etc.
- 2.1.2 Inspection of electrical system by an approved Electrical Inspector, in compliance with local requirements.
- 2.1.3 Grounding, per N.E.C. and the specified requirements.
- 2.1.4 All necessary coordination with electric utility company, telephone company, cable TV Company, etc., to insure that work, connections, etc., that they are to provide is accomplished.
- 2.1.5 All necessary fees and cost for permits, inspections, etc. Provision of electrical power, telephone and cable television services into the building from the utility termination points outside.

END OF SECTION

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260519 - CONDUCTORS, IDENTIFICATION, SPLICING DEVICES & CONNECTORS

PART 1 - GENERAL

- 1.1 This section of the Specifications covers all of the electrical power, lighting, and control power (line voltage) conductors, but does not include signal conductors which will be provided by the Contractor, as specified elsewhere.
- 1.2 **No more than 40% conduit fill is permitted for any conduit system, including video, intercom, data, power or other signal circuits.**
- 1.3 No more than five conductors shall be installed in conduit for except for switch legs and travelers in multi-point switching arrangements. No more than seven conductors for computer circuits.
- 1.4 Neutrals shall not be shared. Pull separate neutrals for each phase. In these cases, a maximum of seven conductors is permitted in a conduit.
- 1.5 No more than 3 phases shall be installed in a single raceway. If more than any one A, B, or C phase is pulled in a raceway than an additional ground and neutral shall be pulled in for each additional similar phase.

PART 2 - MATERIALS

2.1 CONDUCTORS

- 2.1.1 All conductors shall be 98% conductive annealed copper unless otherwise noted, UL listed and labeled.
- 2.1.2 Lighting and receptacle branch circuits shall be not less than No. 12 copper wire or as sized shown on the drawings with colored Type THW or THWN insulation. All feeder circuits shall be Type THW or THWN of the size as shown on the Contract Drawings. Conductor sizes indicated on drawings are based upon 75° C rating.
- 2.1.3 Conductors No. 10 and smaller sizes of wire shall be solid. Conductors No. 8 and larger sizes shall be stranded. A 200 lb test nylon line shall be installed in all empty conduit and stubs for future use, as indicated. Conductors for fire alarm wiring and control wiring shall be stranded, and in compliance with NEC 760.
- 2.1.4 All wire on the project shall be new, in good condition, and shall be delivered in standard coils or reels.
- 2.1.5 The color of the wire shall be selected to conform with Section 210-5 of the latest edition of the National Electrical Code. Refer also to 260519-4.1, Color Coding.
- 2.1.6 All equipment grounding conductors #6 AWG or less shall have green color insulation. Those larger than #6 shall be green taped 4" at each termination, pull and junction boxes.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- 2.1.7 Conductors used for motor connections and connections to vibrating or oscillating equipment shall be extra flexible.
- 2.1.8 Conductors 150V to ground and less and greater than 100' in length shall be increased at least one size to compensate for voltage drop. For higher voltages up to 600 volts, provide similar increase in wire size. All branch circuits shall be 3% maximum voltage drop.
- 2.1.9 Conductors for main ground from neutral bus, equipment grounding bus, building steel, grounding grid and main cold water pipe connection shall be bare copper.
- 2.1.10 All conductors shall be identified by color code and by means of labels placed on conductors in junction boxes and at terminal points with Brady, Gardner, T & B or approved equivalent labels indicating source, circuit No. or terminal No.
- 2.1.11 MC cable is not permitted for use on this project.

2.2 SPLICING DEVICES & CONNECTORS

- 2.2.1 Splicing devices for use on No. 14 to No. 10 AWG conductors shall be pressure type such as T & B "STA-KON", Burndy, Reliable or approved equivalent. Wire nuts shall be spring pressure type, insulation 600V, 105 deg. C insulation, up to #8 size. Greater than #6 Cu shall be a compression type connection, 600V insulation, cold shrink tubing, taped, for full insulation value.
- 2.2.2 Terminating pressure applied ring type (or fork with upturned ends) terminations shall be employed on motor and equipment terminals where such terminals are provided on motor and equipment leads or on all stranded wire terminations using No. 10 AWG or smaller conductors.
- 2.2.3 The use of split-bolt clamps is not permitted.
- 2.2.4 Large connectors (lugs) shall be compression, hydraulically set. Lugs furnished on equipment shall be per manufacturer's recommendations.
- 2.2.5 No aluminum conductors shall be used.

PART 3 – INSTALLATION

- 3.1 The pulling of all wires and cable on this project shall be performed in strict compliance with applicable sections of the National Electrical Code. No conductor entering or leaving a cabinet or box shall be deflected in such a manner as to cause excess pressure on the conductor insulation and after all insulation and insulating bushings are in place.
- 3.2 The radius of bending of conductors shall be not less than eighteen (18) times the outside diameter of the conductor insulation.
- 3.3 Conductors installed within environmental air plenums shall be per N.E.C., teflon-type insulation or approved equivalent.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- 3.4 Cables that are installed exposed shall not be routed across ceilings or ductwork. They shall be held up against building structure or against permanent support members. They shall be installed in such a manner that they do not interfere with the operation of equipment or removal of ceiling tiles. Nylon tie-wraps shall be installed in such a manner so as to bundle conductors neatly, allowing runouts of single conductors or groups to drop down to equipment served. Install grommeting where dropping out of trays or into panels or service columns. Install sleeves with bushings where penetrating partitions. Firestop sleeves with approved material. Do not penetrate firewalls if so indicated on plans.
- 3.5 Maximum permissible pulling tensions, as recommended by the manufacturer for any given type of cable or wire installed shall not be exceeded. Utilize special remote readout equipment as required to ensure compliance. All cables shall be installed in raceway or routed through bridle rings. All low voltage cabling concealed within walls shall also be installed in conduit.

PART 4 - COLOR CODING DISTRIBUTION VOLTAGE CONDUCTORS, 600 VOLT OR LESS

- 4.1 Conductors to be color coded as follows:
- 4.1.1 120/240 Volt Conductors
Phase A - Black
Phase B - Red
Neutral – White
Ground – Green
- 4.1.3 Control Wiring - Red, or as indicated.
- 4.1.4 Conductors within enclosures that may be energized when enclosure disconnect is off - yellow, or taped with ¼" yellow tape every 6" of length, inside enclosure. Provide lamacoid plate warning sign on front of enclosure where this condition occurs.
- 4.1.4 D.C. Wiring - Positive - Light Blue
Negative - Dark Blue

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260526 - GROUNDING

PART 1 - GENERAL

- 1.1 All metallic conduit, raceways, supports, cabinets and equipment shall be grounded in accordance with the latest issue of the National Electrical Code, as shown on the Contract Drawings and in accord with the requirements of the local authority having jurisdiction, as applicable.
- 1.2 The size of the equipment grounding conductors, grounding electrode conductors and service grounding conductors shall be not less than that given in Article No. 250 of the National Electrical Code, and/or as shown on the Contract Drawings. Where ungrounded conductor sizes are increased to minimize voltage drop, grounded conductor sizes shall be increased in the proper proportion.
- 1.3 Grounding bus and non-current carrying metallic parts of all equipment and raceway systems shall be securely grounded by connection to common ground.

PART 2 - MATERIALS

- 2.1 Ground wires and cables shall be of the AWG sizes shown on the Contract Drawings or shall be sized in accord with the prevailing codes. All ground wires and cables shall be copper.
- 2.2 All grounding fittings shall be heavy cast bronze or copper of the mechanical type except for underground installations or interconnection of grounding grid to cable, columns and ground electrodes, which shall be thermically welded type as manufactured by Cadweld, Burndy Co., Therm-O-Weld, or approved equivalent.
- 2.3 Other bonding clamps or fittings in above ground locations shall be as manufactured by O.A. Co., T & B, Burndy, or approved equivalent.
- 2.4 Ground electrode pipe systems shall be solid copper construction. Ground rods shall be 5/8" minimum diameter, eight feet long, copperweld steel. All ground electrode systems shall be installed in accord with manufacturer's recommendations, U.L. listings, National Electrical and National Electrical Safety Codes. Top of all ground rods shall be at 12" below grade. Provide well access for testing at one (1) rod.

PART 3 - INSTALLATION

- 3.1 All grounding conductors shall be protected from mechanical injury and shall be rigidly supported. Where ground conductors are run through flexible conduit and through panelboard switchboard or motor control center feeders, they shall be securely bonded to such conduit thru the use of grounding bushings at the entrance and exit. All connection of equipment shall be made with an approved type of solderless connection and same shall be bolted or clamped to equipment or conduit.
- 3.2 Equipment grounding conductors shall be run to lighting fixtures, devices, receptacles, electric heaters, furnace and other equipment. Equipment grounding conductors not exceeding No. 6 AWG

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

in size shall be green colored Type "THWN". Those larger than No. 6 shall be green (same color everywhere) taped 4" at each termination, pull and junction boxes.

- 3.3 Resistance to the grounding at the service entrance equipment shall be in accordance with the N.E.C., and shall not exceed five ohms.
- 3.4 When grounding systems are completely installed and all grading in the area of the service grounding electrode has been completed up to finish elevations, perform a fall-of potential to determine actual system resistance to earth. Report results to the Engineer in writing. Refer to testing provisions in this section of specifications.
- 3.5 Grounding connections shall **never** be made to fire protection, natural gas, flammable gas or liquid fuel piping, except where specifically indicated on the plans.
- 3.6 Where dielectric fittings are utilized in piping systems, the piping system shall **not** be utilized as a ground path. Bonding jumpers shall not be utilized to bridge over such fittings. Piping systems shall **not** be utilized as ground paths except where specifically required by codes in the case of water piping.
- 3.7 **At all metallic outlet boxes, bond the equipment grounding conductor to the box.**

PART 4 - GROUND TESTING PROCEDURE

- 4.1 The actual resistance to earth of the service grounding electrode shall be measured by the Contractor via the fall-of-potential method. This testing shall be accomplished after the grounding electrode has been completely installed and the finished grade is achieved.
- 4.2 The results of the testing shall be summarized in a written report by the Contractor, which shall be forwarded to the Engineer for review. The report shall also be included with the operation and maintenance manuals for the Owner's information and future reference. This report is to also contain a detailed description and illustrations of the testing procedure, along with the name and model number of the testing instrument(s).
- 4.3 For the actual testing, the Contractor shall follow the procedures outlined below. A self-contained instrument such as a "Megger" or "Ground OHMMETER" shall be used that is designed to eliminate the influence of stray current effects on the accuracy of the measurements.
 - 4.3.1 Connect one side of the instrument to the grounding electrode conductor where it connects to the facility main ground bus (point C1). Disconnect and isolate the grounding electrode conductor for the test.
 - 4.3.2 Drive a copperweld reference electrode probe (point C2) into earth between 300 and 500 feet away from C1 and connect to measurement instrument.
 - 4.3.3 Drive the movable grounding probe (C3) into earth at ten equally spaced intervals, in a straight line between C1 and C2 points and note the $E/I=R$ resistance readings on a graph at each point.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 4.3.4 The resistance measurements in OHMS taken from the flat part of the curve shall be averaged to determine the true grounding electrode resistance to earth.
- 4.3.5 At completion of testing, remove reference electrode C2 and all temporary wiring and connections.
- 4.3.6 If actual measurements of grounding electrode indicate a resistance greater than five OHMS, contact the Engineer for instructions. If deemed necessary by the Engineer, additional electrodes shall be placed and the measurement process repeated until the desired ground potential is achieved.

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260531 - CABINETS, OUTLET BOXES & PULL BOXES

PART 1 – GENERAL

- 1.1 This section of the specifications covers all electrical cabinets, outlet boxes and pull boxes.
- 1.2 Continuous runs of conduit shall have pull boxes at least each eighty-five (85) feet of run, or as near as possible to that limit.

PART 2 - MATERIALS & INSTALLATION

2.1 Cabinets, Outlet & Pull Boxes:

- 2.1.1 Cabinets for lighting and power, telephone, pull boxes, outlet boxes, or any other purposes specified or shown on the Contract Drawings, shall be constructed of code gauge, galvanized steel with sides formed and corner seams riveted or welded before galvanizing. Boxes assembled with sheet metal screws will not be accepted. Pull boxes shall include all boxes used to reduce the run of conduit to the required number of feet or bends, supports, taps, troughs, and similar applications and shall also be constructed as specified above. All cabinets and boxes for NEMA 1 and 1A application shall be provided with knockouts, as necessary, or shall be cut in the field by approved cutting tools which will provide a clean symmetrically cut opening. All boxes, except panels, shall be provided with code gauge fronts with 1/4 turn fasteners. Fronts for panels shall be as specified under "Panelboards".
- 2.1.2 The location of outlets, as shown on the drawings, shall be considered as approximate only. It shall be incumbent upon this Contractor to study the general building drawings, with relation to spaces surrounding each outlet, in order to make his work fit the work of others and in order that when the fixtures are installed, they will be symmetrically located and will not interfere with any other work or equipment. Any change in fixture or layout shall be coordinated with and approved by the A-E before this change is made.
- 2.2 Cabinets, outlet boxes (FTGS) and junction or pull boxes (FTGS) shall be threaded for rigid-threaded conduit, dust-tight vapor-tight or weatherproof as required for areas other than for NEMA 1 or 1A application. These shall be as manufactured by Crouse-Hinds, Appleton, Pyle-National, Killark, or approved as equivalent.
 - 2.2.1 NEMA 1 or 1A cabinets, outlet boxes or pull or junction boxes shall be as manufactured by Appleton, Steel City, T & B, or approved equivalent. They shall be sized per N.E.C., Article 370.
 - 2.2.2 Exterior outlet boxes shall be weather proof with gasketed covers and baked on grey enamel finish, per ANSI 61. Shall be flip up type with locking capabilities.
 - 2.2.3 Outlets for use on this project shall have only the holes necessary to accommodate the conduit at the point of insulation and shall be rigidly secure in position. Boxes with knockout removed and openings not used shall be replaced.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 2.2.4 Boxes up to 4-11/16 square size shall be fastened to their mounting surface with two fasteners of proper size. Larger sizes shall be fastened with four fasteners, minimum.

PART 3 - SPECIAL NOTICE

- 3.1 Openings for conduit entrance in cabinets and boxes shall be prefabricated, punched, drilled and/or reamed. The use of a cutting torch for this purpose is prohibited.

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260533 - RACEWAYS & FITTINGS

PART 1 - GENERAL

- 1.1 This section is intended to specify the raceways, conduit, conduit fittings, hangers, junction boxes, splice boxes, specialties and related items necessary to complete the work as shown on the drawings and specified herein.
- 1.2 This section specifies basic materials and methods and is a part of each Division 26 Section that implies or refers to electrical raceways specified therein.
- 1.3 The types of raceways specified in this section include the following:
 - Rigid galvanized steel conduit (GRS)
 - Liquid - tight flexible metal conduit.
 - Rigid nonmetallic conduit.
 - Duct banks, and their construction.
- 1.4 No electrical raceways are to be embedded horizontally within concrete slabs, footings or foundation walls. Note that all piping, conduit, etc., penetrations thru precast planks shall be done in a manner approved by the precast installer. All sleeves for lines run thru precast horizontal planks or grade beams shall be coordinated by each trade with the General Contractor, the Precast Manufacturer and in a manner as approved by the Architect and Structural Engineer.
- 1.5 All raceways, as listed in 1.3 above and otherwise specified herein shall be provided in compliance with latest editions of all applicable U.L., NEMA, NEC and ANSI standards. All conduit, raceways and fittings shall be Underwriters Laboratories listed and labeled, or bear the listing and label of an agency acceptable to the local authority having jurisdiction.
- 1.6 Conduit and raceways, as well as supporting inserts in contact with or enclosed in concrete shall comply with the latest edition of all A.C.I. standards and the equipment manufacturer's recommendations for such work.
- 1.7 PVC or other non-metallic conduit shall be rated for the maximum operating temperature that could be developed by the conductors it encloses, while in normal operation.
- 1.8 The decision of the Engineer shall be final and binding in any case where a question or inquiry arises regarding the suitability of a particular installation or application of raceways, supports or materials, if other than outlined herein.
- 1.9 Minimum size of conduit shall be 3/4" trade size. All conduit and raceways shall be sized for the number of conductors contained, in accord with the latest edition of the National Electrical Code or any other applicable standards.
- 1.10 The installer of raceway systems shall avoid the use of dissimilar metals within raceway installations that would result in galvanic-action corrosion.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 2 - MATERIALS

- 2.1 RIGID GALVANIZED STEEL CONDUIT: Rigid galvanized steel conduit shall be used where subject to physical damage for exposed work in mechanical spaces, within factory or other industrial work areas, for exposed fit-up work on machinery, for exposed interior and exterior damp or wet location work, where installed in tunnels or crawl spaces, in hazardous atmospheres, in exterior underground locations where installed beneath roadways, where ells occur in underground P.V.C. conduits, or where turning out of concrete encased duct banks, and at other locations as specifically called out on the drawings. Rigid galvanized steel conduit shall be used for all building interior power wiring or cables of over 600 Volts.
- 2.2 LIQUIDTIGHT FLEXIBLE METAL CONDUIT: Weatherproof flexible metal conduit shall be wound from a single strip of steel, neoprene covered, equivalent to "Liquatite," "Sealtite," or "Liquidtite". It shall be installed in such a manner that it will not tend to pull away from the connectors. Provide strain relief fittings as required where subject to vibration. Flexible connections to motors in dusty areas shall be dust-tight, in areas exposed to the weather - weatherproof. Length shall not exceed 3' unless permitted by the Engineer.
- 2.3 RIGID NON-METALLIC CONDUIT: Rigid non metallic conduit shall be constructed of P.V.C, nominally schedule 40 weight, encased in concrete wherein underground locations. If installation will enclose utility company provided conductors, verify exact type required, and install in accord with their standards, where more stringent than this specification in normal building conditions. It shall be U.V.-resistant, rated for 90°C conductor temperature.

Rigid non-metallic conduit may be used in exterior wet or damp locations where installed at least 6" underslab or underground and in exterior underground installations where encased in minimum 4" concrete with metallic marker tape with 12" of grade. . It shall not be run in interior locations, except with special permission from the Engineer for use in corrosive environments, and then only if protected from physical damage. No rigid nonmetallic conduit may be installed in environmental air plenums or cast into above-grade concrete slabs. No rigid nonmetallic conduit may be installed in locations where the ambient temperature might exceed the rating of the raceway. Where used underground, provide continuous marker tape with metallic tracer above line as required.

Where rigid non metallic conduit is placed underground, as for feeder circuits, secondaries or branch circuit runs and where ell is made upward thru a slab on grade, transition the turning ell and the riser to rigid steel conduit to a height of 6" above the concrete slab. Transition may then be made to E.M.T or other approved conduit for remainder of run.

Flexible nonmetallic conduit shall not be used, except by special permission, obtained in writing from the Engineer.

Provide equipment grounding conductors of copper, sized as required by codes, in all circuits installed in rigid nonmetallic raceways.

- 2.4 DUCT BANKS: Duct banks are defined as a raceway or raceways installed in underground locations, enclosed in a steel-reinforced concrete envelope. They shall be installed where indicated on the drawings or otherwise required.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

All concrete used in duct bank construction shall be 3000 PSI minimum 28 day compressive strength unless otherwise noted, in accord with latest A.C.I. standards. Testing of concrete shall be the responsibility of the Contractor, as directed by the engineer. Place concrete against undisturbed earth, or provide forming as needed.

Duct bank raceways shall receive a minimum of 3" concrete cover all sides. Minimum size of any duct bank shall be 12" x 12" square, in cross section. In all cases, local and national codes shall apply to duct bank construction where they exceed the requirements of this specification. Provide marker tape with metal tracer above within 12" of grade all duct banks.

Each corner of duct bank shall receive a minimum No. 4 steel reinforcing bar with 2" minimum concrete cover on all sides. Lap bars fifteen diameters at all splices. Reinforcing steel shall be rigidly supported during pour and vibration, and shall be constructed to ASTM standards.

Support for encased raceways shall be as recommended by raceway manufacturer, spaced 8'-0" maximum on centers, rigidly fastened to prevent floating of ducts during concrete pours. Supports shall be of a material compatible with the raceway, and shall be of the interlocking type, forming a rigidly braced installation. Provide base type and intermediate type spacers to suit conduit configurations and sizes.

Where rigid nonmetallic raceways leave concrete duct banks, a transition to rigid steel conduit shall be made 18" inside the concrete envelope. Under no circumstances shall PVC, EB or similar ducts exit concrete envelope, except where duct bank ties into a manhole wall. Provide bell ends at such terminations and towel duct bank rebars 4" into manhole wall with grout. Refer to details on drawings, as applicable. Slope all raceways within duct bank systems such that they shall drain into manholes or pull boxes. Provide proper drainage at manholes or pull boxes to prevent water accumulation.

Where ducts transition thru manholes, pull boxes or at terminating end, each duct shall be specifically identified. A nomenclature as shown on the drawings or as agreed upon by the installer and engineer shall be utilized to identify each individual duct. A permanent means of identifying each duct, such as engraved lamacoid plates or stamped metal tags shall be used.

- 2.5 RACEWAY FITTINGS: Conduit bodies shall be of gray iron or malleable iron. They shall be furnished in proper configurations, avoiding excessive plugged openings. Any openings that are left shall be properly plugged. All coverplates shall be gasketed with neoprene or similar approved materials, rated for the environment. Wiring splices within are not permitted.

Where required, raceway fittings shall be provided in explosion-proof configurations rated for the atmosphere. Place conduit seal off fittings at each device in accord with applicable codes. Seal off fittings shall be packed with wadding, and poured with an approved non-shrink sealing compound.

Where conduit transitions run from a cold to a warm environment, (such as at a freezer, refrigerator or exterior wall) sealoff fittings shall be placed on the warm side immediately at the boundary to prevent migration of condensation within raceway systems.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

Expansion fittings shall be provided at all locations where conduits or other raceways cross over expansion joints. Provide copper ground bonding jumpers across expansion fittings.

Conduit bodies, junction boxes and fittings shall be dust tight and threaded for dusty areas, weatherproof for exterior locations and vapor tight for damp areas. Conduit fittings shall be as manufactured by Crouse Hinds, Appleton, Killark or approved equivalent. All surface mounted conduit fittings as with "FS", "FD", "GUB" Types etc., shall be provided with mounting hubs. Exposed conduit and fittings shall be rigid steel with threaded, cast boxes where located within 8'-0" of finished floor.

Where lighting fixtures, appliances or wiring devices are to be suspended from ceiling outlet boxes, they shall be provided with 3/4" rigid conduit pendants. Outlet boxes shall be malleable iron, provided with self-aligning covers with swivel ball joint (minimum 125 lb. support) and No. 14 gauge steel locking ring. Provide safety chain between building structure and ballast housing of light fixtures for all fixtures, appliances or devices greater than 10 lbs weight. Fixtures shall be installed plumb and level. Cover pendants shall be finished to match fixtures.

Fittings for threaded raceways shall be tapered thread with all burrs removed, reamed ends and cutting oil wiped clean.

Indentation or die-cast fittings shall not be permitted in any raceway system.

All conduit fittings shall be securely tightened. All threaded fittings shall engage seven full threads. Fasteners shall be properly torqued to manufacturer's recommendations.

PART 3 - INSTALLATION

- 3.1 This Contractor shall lay out and install all conduit systems so as to avoid any other service or systems, the proximity of which may prove injurious to the conduit, or conductors which it confines. All conduit systems, except those otherwise specifically shown to the contrary, shall be concealed in the building construction or run above ceilings. Size of all conduit shall conform to Table No. 1, Chapter 9, of the National Electrical Code, unless otherwise shown on the Contract Drawings.
- 3.2 No conduit shall be installed in poured concrete slabs, foundation walls or footings. Any conduit installed below slab shall be held 12" below slab and shall be limited to panel feeders, no branch circuits. Conduit shall be held at least 6" from flues or hot water pipes.
- 3.3 Conduit shall be installed in such a manner so as to insure against collection of trapped condensation. All runs of conduit shall be arranged so as to be devoid of traps. Trapped conduit runs shall be provided with explosion proof drains at low points. Runs of conduit between junctions shall not have more than the equivalent of three 90° bends.
- 3.4 Junction boxes shall be installed so that conduit runs will not exceed 85', or as shown on the Contract Drawings. Sizes of junction boxes shall be in accord with Article 370 of the N.E.C.
- 3.5 Underground electric, cable TV, telephone service or other steel conduit and underfloor steel conduit below the concrete floor slab shall be painted with two coats of bitumastic paint.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- 3.6 All underground or underfloor conduits shall be swabbed free of all moisture and debris before conductors are pulled.
- 3.7 Install electrical raceways in accordance with manufacturer's written instructions, applicable requirements of latest edition of the N.E.C., and NECA "Standard of Installation", complying with recognized industry practices.
- 3.8 Coordinate with other trades, including metal and concrete deck trades, as necessary to interface installation of electrical raceways and components.
- 3.9 Level and square raceway runs, and install at proper elevations and required heights. Hold tight to structure wherever possible, to maximize available space and not restrict other trades. Do not attach or support from roof deck.
- 3.10 Complete installation of electrical raceways before starting installation of cables or wires within raceways.
- 3.11 All underground conduits shall be buried to minimum depth of 36" from the top of the concrete encasement or raceway to finished grade, unless otherwise noted on plans. Observe minimum burial requirements of local utility company where their standards or regulations apply. Conduits containing primary power conductors, (higher than 600 volts to ground) shall be 42" to top below finished grade, unless otherwise noted on plans.
- 3.12 Exposed raceways installed in exterior locations shall receive one coat of primer, two coats finish paint after preparation of galvanizing, color selected by Architect. Exposed raceways in interior painted areas shall be similarly painted.

PART 4 – SPECIALTIES

- 4.1 All rigid conduit, except main and branch feeders, shall have heavy fiber insulating bushings reinforced with double locknuts. All branch and main feeders shall have insulated bushings with grounding lugs and shall be bonded to enclosures with appropriately sized copper jumpers, except at pad mounted transformers. Bonding jumpers shall be installed as required by the N.E.C. and other applicable codes.
- 4.2 All conduit stubbed through floor during construction shall have openings protected with plastic caps approved for this purpose. Connections on both ends of all flexible conduit shall be equivalent to Thomas and Betts, Ideal, Appleton, Efcor, or approved equivalent, rated for the environment.
- 4.3 Pulling lines shall be left in all open conduit systems and shall be non-metallic, left securely tied off at each end cap any unused conduits.
- 4.4 All outlet boxes shall be grounded with pigtail to the equipment grounding conductor.
- 4.5 All empty raceways shall be capped.

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

DIVISION 26 - ELECTRICAL

SECTION 260544 - EXCAVATION, TRENCHING, BACKFILLING AND GRADING

PART 1 - GENERAL

- 1.1 Each Contractor's attention is directed to Section 260501, General Provisions, Electrical and all other contract documents as they may apply to his work.
- 1.2 Each Contractor shall include all excavating, filling, grading and related items required to complete his work as shown on the drawings and specified herein.
- 1.3 Electrical distribution lines and underground telephone or TV cables shall, in no case, be placed in the same trench with sanitary, storm, domestic or fire protection water lines. Telephone or T.V. services shall, in all cases, be placed in a separate trench with minimum two feet separation from electrical power lines.
- 1.4 Depths of bury shall be:
 - 42" minimum to top of primary ducts
 - 36" minimum to top of secondary ducts
 - 36" minimum to top of branch exterior circuits
 - 36" minimum to top of telephone/communications/misc. ducts

PART 2 - SUBSURFACE DATA

- 2.1 Subsurface investigations have been made and the results shown on the drawings. The information was obtained primarily for use in preparing foundation design. Each Contractor may draw his own conclusions therefrom. No responsibility is assumed by the Owner for subsoil quality or conditions other than at the locations and at the time investigations were made.
- 2.2 Materials to be excavated shall be unclassified, and shall include earth, rock, or any other material encountered in the excavation to the depth and extent indicated on the drawings and specified herein. No adjustment in the Contract sum will be made on account of the presence or absence of rock, shale, or other materials encountered in the excavating.

PART 3 - BENCH MARKS AND MONUMENTS

- 3.1 Maintain carefully all bench marks, monuments and other referenced points. If disturbed or destroyed, replace as directed.

PART 4 – EXCAVATION

- 4.1 Each Contractor shall accept the site as he finds it and remove all trash, rubbish and material from the site prior to starting excavation for his work.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 4.2 Excavate trenches to sufficient width and depth for proper installation of the work and where required, smooth the bottom on the trench with hand tools in strict accordance with OSHA Guidelines.
- 4.3 Keep trenches free from water while construction therein is in progress. Under no circumstances lay conduit or cable in water. Pumping or bailing water from this Contractor's trenches, which is required during construction shall be accomplished at his expense.
- 4.4 In no case shall excavation work be accomplished that will damage in any way the new structure, existing structures, equipment, etc. Each Contractor shall take the necessary steps to prevent flow of eroded earth by water or landslide onto the property of others, or against the structures. The repair of all such damage, or any other damage incurred in the course of excavation, shall be borne by the responsible Contractor.

PART 5 - BACKFILL

- 5.1 Backfill shall be accomplished with clean debris free earth and the new earth tamped at 12" intervals so as to avoid earth sinks along the trench. The responsible Contractor will be required to return to the project and fill any sunken areas along the route of his work.
- 5.2 Backfill trenches only after conduit and cable have been inspected by Agencies, Engineer and Owner, tested, and locations of pipe lines have been recorded on record drawings. Provide at least one week's written or fax notification to all parties of impending work that needs to be reviewed.
- 5.3 The backfill below paved areas shall be brought to proper grade to receive the sub-base and paving. No paving shall be placed on uncompacted fill.
- 5.4 The backfill below sodded or seeded areas shall be brought to within six inches of finished grade. The remaining six inches shall be backfilled with clean soil. Concrete for concrete encasement shall cure a minimum of 3 days prior to backfill.

END OF SECTION.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protection of existing trees indicated to remain.
 - 2. Removal of trees and other vegetation.
 - 3. Topsoil stripping and stockpiling.
 - 4. Clearing and grubbing.
- B. Related Sections include the following:
 - 1. Division 02 Section "Selective Demolition" for demolition and removal of site elements.
 - 2. Division 31 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
 - 3. Division 32 Section "Erosion Prevention and Sediment Control" for preventing erosion and controlling sediment laden runoff from disturbed areas.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

1.4 PROJECT CONDITIONS

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on Owner's property.
 - 2. Restore damaged improvements to their original condition, as acceptable to property owners.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

3. Protect existing trees to remain, per details contained in the drawings, prior to beginning site clearing work.

1.5 EXISTING SERVICES

- A. General: Indicated locations are approximate; determine exact locations before commencing Work.
- B. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Notify affected utility companies in advance and obtain approval before starting this Work.
- C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.
- B. Tree Removal: Coordinate with Landscape Architect before beginning removal of trees as indicated on Demolition Plan.
- C. Topsoil: Topsoil is defined as friable clay loam surface soil usually found in a depth of not less than **4 inches**. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over **2 inches** in diameter, and without weeds, roots, and other objectionable material.
 1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping
 2. Stockpile topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion.
 3. Dispose of unsuitable or excess topsoil as specified for disposal of waste material.
- D. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to be left standing.
 1. Completely remove stumps, roots, and other debris protruding through ground surface.
 2. Use only hand methods for grubbing inside drip line of trees indicated to remain.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.

3.2 DISPOSAL OF WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials and unsuitable or excess topsoil from Owner's property.
- B. Topsoil will not be removed from the project until the Owner or Architect approves its removal.

END OF SECTION 311000

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 312000 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Geotechnical Report included in the Contract Documents.
- C. Louisville Metropolitan Sewer District Standard Specifications.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing and grading subgrades for slabs-on-grade, walks, pavements, and landscaping.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage and moisture-control fill course for slabs-on-grade.
 - 4. Subbase course for walks and pavements.
 - 5. Subsurface drainage backfill for walls and trenches.
 - 6. Excavating and backfilling trenches within building lines.
 - 7. Excavating and backfilling for underground utilities and appurtenances.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Division 03 Section "Cast-In-Place Concrete" for concrete encasing, cradles, and appurtenances for utility systems.
 - 2. Division 31 Section "Site Clearing" for removal and stockpiling topsoil.
 - 3. Division 32 Section "Erosion Prevention and Sediment Control" for preventing erosion and controlling sediment laden runoff for areas disturbed by the earthwork.
 - 4. Division 32 Section "Landscape Work" for finish grading, including placing and preparing topsoil for lawns and planting.

1.3 DEFINITIONS

- A. Excavation: Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.
- B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- D. Subbase Course: The layer placed between the subgrade and base course in a paving system or the layer placed between the subgrade and surface of a pavement or walk.
- E. Base Course: The layer placed between the subbase and surface pavement in a paving system.
- F. Drainage Fill: Course of washed granular material supporting slab-on-grade placed to cut off upward capillary flow of pore water.
- G. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- I. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.
- J. "Owner's property" includes the project limits shown on the plans, unless noted otherwise.

1.4 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for the following:
 - 1. Each type of plastic warning tape.
- C. Test Reports: In addition to test reports required under field quality control, submit the following:
 - 1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
 - 2. One optimum moisture-maximum density curve for each soil material.
 - 3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.
- B. Testing and Inspection Service: Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Owner and then only after acceptable temporary utility services have been provided.
 - 1. Provide a minimum 72-hours' notice to the Owner and receive written notice to proceed before interrupting any utility.
 - 2. Protect existing utilities that are to remain.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations.
- B. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches (50 mm) in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.
- C. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- D. Backfill and Fill Materials: Satisfactory soil materials.
- E. Subbase and Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2 inch (38 mm) sieve and not more than 8 percent passing a No. 200 (75 micrometer) sieve.
- F. Engineered Fill: Subbase or base materials and fill for over-excavated locations.
- G. Bedding Material: Subbase or base materials with 100 percent passing a 1 inch (25 mm) sieve and not more than 8 percent passing a No. 200 (75 micrometer) sieve.
- H. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, coarse aggregate grading size 57, with 100 percent passing a 1-1/2 inch (38 mm) sieve and not more than 5 percent passing a No. 8 (2.36 mm) sieve.
- I. Filtering Material: Evenly graded mixture of natural or crushed gravel or crushed stone and natural sand, with 100 percent passing a 1-1/2 inch (38 mm) sieve and 0 to 5 percent passing a No. 50 (300 micrometer) sieve.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, **6 inches (150 mm)** wide and **4 mils (0.1 mm)** thick minimum, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to **30 inches (750 mm)** deep.

- 1. Tape Colors: Provide tape colors to utilities as follows:

- a. Red: Electric.
- b. Yellow: Gas, oil, steam, and dangerous materials.
- c. Orange: Telephone and other communications.
- d. Blue: Water systems.
- e. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities that are to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Install erosion prevention and sediment control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways prior to beginning the earthwork.

3.2 DEWATERING

- A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.3 EXCAVATION

- A. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3.4 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus **1.2 inches (30 mm)**. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Underground Basins and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus **1.2 inches (30 mm)**. Do not disturb bottom of excavations intended for bearing surface.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated slopes, lines, depths, and invert elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line of finished grade or as shown on the drawings.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to **12 inches (300 mm)** higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: **6 inches (150 mm)** each side of pipe or conduit, or as indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.
 - 1. As shown on the details in the plans.
 - 2. For pipes or conduit less than **6 inches (150 mm)** in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3. For pipes and conduit **6 inches (150 mm)** or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill. Where so indicated in the drawings, install 6 inches of bedding course (150 mm) in bottom of trench to support pipes and conduit.
4. Where encountering rock or another unyielding bearing surface, carry trench excavation **6 inches (150 mm)** below invert elevation to receive bedding course.

3.8 APPROVAL OF SUBGRADE

- A. Notify Architect when excavations have reached required subgrade.
- B. When Architect determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 1. Unforeseen additional excavation and replacement material will be paid according to the Contract provisions for changes in Work.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Architect.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the Architect.
 1. Fill unauthorized excavations under other construction with Engineered Fill or as directed by the Architect.
- B. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Architect.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water to sediment control facilities. Cover to prevent wind-blown dust.
 1. Stockpile soil materials away from edge of excavations.
 2. Topsoil shall be stockpiled in the designated areas shown on the drawings. If there is excess topsoil it shall be left in place, graded to conform to the existing contours adjoining the stockpiles or as directed by the Architect, and seeded

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

3.11 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
 - 1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Testing, inspecting, and approval of underground utilities.
 - 4. Concrete formwork removal.
 - 5. Removal of trash and debris from excavation.
 - 6. Removal of temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Concrete backfill trenches that carry below or pass under footings and that are excavated within **18 inches (450 mm)** of footings. Place concrete to level of bottom of footings.
- C. Provide **4 inch (100 mm)** thick concrete base slab support for piping or conduit less than **30 inches (750 mm)** below surface of roadways. After installation and testing, completely encase piping or conduit in a minimum of **4 inches (100 mm)** of concrete before backfilling or placing roadway subbase.
- D. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than **1 inch (25 mm)**, to a height of **12 inches (300 mm)** over the utility pipe or conduit.
 - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install warning tape directly above utilities, **12 inches (300 mm)** below finished grade, except **6 inches (150 mm)** below subgrade under pavements and slabs.

3.13 SUBSURFACE DRAINAGE BACKFILL

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- A. Subsurface Drain: As shown on the plans.
- B. Drainage Backfill: Place and compact drainage backfill of filtering material over subsurface drain, in width indicated, to within **12 inches (300 mm)** of final subgrade.
- C. Impervious Fill: Place and compact impervious fill material over drainage backfill to final subgrade.

3.14 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.
 - 1. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- B. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and recompact to required density.
- C. Place fill material in layers to required elevations for each location listed below.
 - 1. Under grass, use satisfactory excavated or borrow soil material.
 - 2. Under walks and pavements, use subbase or base material, or satisfactory excavated or borrow soil material.
 - 3. Under steps and ramps, use subbase material.
 - 4. Under building slabs, use drainage fill material or as shown on the plans.
 - 5. Under footings and foundations, use engineered fill.
- D. MSD has an excess of waste material from the construction of improvements to the treatment plant that they are going to stockpile on their property. This waste material has been classified as being suitable for use in constructing the fill for the bridge approaches. The contractor shall verify to the owner that this material is suitable for its intended use as soon as the material is available to review. The contractor shall not begin operations to install the fill material until it has been approved by a geotechnical engineer.

3.15 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- a. Stockpile or spread and dry removed wet satisfactory soil material.

3.16 COMPACTION

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.
- C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D 698 (Standard Proctor):
 - 1. Under structures, building slabs, steps, and pavements, compact the top 12 inches (300 mm) below subgrade to at least 98% of soil's maximum dry density and each layer of backfill or fill material at 95 percent maximum dry density.
 - 2. Under walkways, compact the top 12 inches (300 mm) below subgrade and each layer of backfill or fill material at 95 percent maximum dry density.
 - 3. Under lawn or unpaved areas, compact the top 6 inches (150 mm) below subgrade and each layer of backfill or fill material at 90 percent maximum dry density.

3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between existing adjacent grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch (26 mm).
 - 2. Walks: Plus or minus 1/2 inch (13 mm).
 - 3. Pavements: Plus or minus 1/2 inch (13 mm).
- C. Grading Inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3 m) straightedge.

3.18 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course material on prepared subgrades. Place base course material over subbase for pavements.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections and thickness to not less than 98 percent of its maximum modified Proctor (ASTM D 1556) dry density.
2. Shape subbase and base to required crown elevations and cross-slope grades.
3. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
4. When thickness of compacted subbase or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

3.19 DRAINAGE FILL

- A. Under slabs-on-grade, place drainage fill course on prepared subgrade.
 1. Compact drainage fill to required cross sections and thickness.
 2. When compacted thickness of drainage fill is 6 inches (150 mm) or less, place materials in a single layer.
 3. When compacted thickness of drainage fill exceeds 6 inches (150 mm) thick place materials in equal layers, with no layer more than 6 inches (150 mm) thick nor less than 3 inches (75 mm) thick when compacted.

3.20 FIELD QUALITY CONTROL

- A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements. The following lists the tentative testing procedures:
 1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2937 (drive cylinder method), as applicable.
 - a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.
 - b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Architect.
 2. Footing Subgrade: At footing subgrades, perform at least one test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of each subgrade with related tested strata when acceptable to the Architect.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
 4. Foundation Wall Backfill: In each compacted backfill layer, perform at least one field in-place density test for each 100 feet (30 m) or less of wall length, but no fewer than two tests along a wall face.
 5. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in-place density test for each 150 feet (45 m) or less of trench, but no fewer than two tests.
- B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.
- C. Proof Rolling Subgrade: Material shall be proof rolled with a pneumatic tire roller having an effective weight of 50 tons (45.5 Mg). Alternate proof rollers, acceptable to the Architect/Owner, may be used in lieu of a 50 ton (45.5 Mg) pneumatic tired roller provided the weight per tire and tire pressure is maintained so that a minimum of 1315 pounds per inch (9.067 KN/mm) width of tire is maintained. The roller shall be operated at a speed of not more than five miles per hour (8 km/hr.). The designated areas to be proof rolled shall have two or more passes and the entire area shall be systematically covered with the proof rolling. During the proof rolling and after the proof rolling is completed, the area shall be checked for unstable areas or soft spots disclosed by the operation of the proof roller. These unstable areas or soft spots shall be corrected prior to placement of the overlying lifts of material. The Contractor may propose an alternate approach for small areas that are impractical to roll with the proof roller.

3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace material to depth directed by the Architect; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 312000

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 312001 – EARTH MOVING FOR BRIDGES AND RETAINING WALLS

PART 1 - GENERAL

- 1.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Division 200 and Section 603.

PART 2 - PRODUCTS

- 2.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Division 200 and Section 603.

PART 3 - EXECUTION

- 3.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Division 200 and Section 603.

END OF SECTION 312001

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 316216 – STEEL PILES

PART 1 - GENERAL

- 1.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 604.

PART 2 - PRODUCTS

- 2.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 604.

PART 3 - EXECUTION

- 3.1 Follow the requirements of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current edition, Section 604.

END OF SECTION 316216

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 321216 - HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction and Standard Drawings, latest editions.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Hot-mix asphalt patching.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earthwork" for aggregate subbase and base.

1.3 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction.
 - 1. Standard Specification: As indicated.
 - 2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 SUBMITTALS

- A. Product Data: For each product specified. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: For each job mix proposed for the Work.
- C. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

names and addresses, names and addresses of architects and owners, and other information specified.

- D. Material Test Reports: Indicate and interpret test results for compliance of materials with requirements indicated.
- E. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.
 - 1. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or Kentucky Department of Highways.
- C. Asphalt-Paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
 - 1. Tack Coats: Minimum surface temperature of 60 deg F (15.5 deg C).
 - 2. Asphalt Binder Base Course: Minimum surface temperature of 40 deg F (4 deg C) and rising at time of placement.
 - 3. Asphalt Binder Surface Course: Minimum surface temperature of 60 deg F (15.5 deg C) at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4 deg C) for oil-based materials, 50 deg F (10 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C).

PART 2 - PRODUCTS

2.1 AGGREGATES

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- A. General: Per the requirements of the Kentucky Department of Highways Standard Specifications for fine and coarse aggregates.
- B. Mineral Filler: Per the requirements of the Kentucky Department of Highways Commission Standard Specifications.

2.2 ASPHALT MATERIALS

- A. Per the requirements of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 403, Production and Placement of Asphalt Mixtures.
- B. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by Environmental Protection Agency (EPA). Provide granular, liquid, or wettable powder form.
- B. Pavement-Marking Paint: See Section 321723 "Pavement Markings".

2.4 MIXES

- A. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes per the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 403 Production and Placement of Asphalt Mixtures:
 - 1. Base Course: KDOH Asphalt Class 2 Base, 1.00D, PG64-22.
 - 2. Surface Course: KDOH Asphalt Class 2 Surface, 0.50D, PG64-22.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof Rolling Subgrade: Subgrade shall be proof rolled with a pneumatic tire roller having an effective weight of 50 tons (45.5 Mg). Alternate proof rollers, acceptable to the Architect/Owner, may be used in lieu of a 50 ton (45.5 Mg) pneumatic tired roller provided the weight per tire and tire pressure is maintained so that a minimum of 1315 pounds per inch (9.067 KN/mm) width of tire is maintained. The roller shall be operated at a speed of not more than five miles per hour (8 km/hr.). The designated areas to be proof rolled shall have two or more passes and the entire area shall be systematically covered with the proof rolling. During the proof rolling and after the proof rolling is completed, the area shall be checked for unsta-

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

ble areas or soft spots disclosed by the operation of the proof roller. These unstable areas or soft spots shall be corrected prior to placement of the overlying lifts of material. The Contractor may propose an alternate approach for small areas that are impractical to roll with the proof roller

- C. Notify Architect in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

3.3 HOT-MIX ASPHALT PLACING

- A. Per the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 403, Production and Placement of Asphalt Mixtures.
 - 1. Place hot-mix asphalt binder and surface courses in single lifts.
 - 2. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 - 3. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than **10 feet (3 m)** wide, except where infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 JOINTS

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat.
- B. Per the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 403, Production and Placement of Asphalt Mixtures.

3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Per the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 403, Production and Placement of Asphalt Mixtures.
- C. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.
- D. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- E. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- F. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch (13 mm).
 - 2. Surface Course: Plus 1/4 inch (6 mm), no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1. Base Course: **1/4 inch (6 mm)**.
2. Surface Course: **1/8 inch (3 mm)**.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is **1/4 inch (6 mm)**.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.
 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D 979.
 1. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every **1000 sq. yd. (836 sq. m)** or less of installed pavement, but in no case will fewer than 3 cores be taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 321216

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 321313 - PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes exterior portland cement concrete paving for the following:
 - 1. Curbs and gutters.
 - 2. Sidewalks.
 - 3. Concrete pavement for park roads and trails
 - 4. Site concrete on grade.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
 - 2. Division 31 Section "Earthwork" for subgrade preparation, grading and subbase course and Proof Rolling.
 - 3. Division 31 Section "Concrete Paving Joint Sealant" for sealing joints.

1.3 SUBMITTALS

- A. Product data for proprietary materials and items, including reinforcement and forming accessories, synthetic fiber reinforcement, admixtures, joint systems, curing compounds, and others if requested by Architect.
- B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Laboratory test reports for evaluation of concrete materials and mix design tests.
- D. Material certificates in lieu of material laboratory test reports when permitted by Architect. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1.4 QUALITY ASSURANCE

- A. Concrete Standards: Comply with provisions of the following standards, except where more stringent requirements are indicated.
 - 1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings."
 - 2. ACI 318, "Building Code Requirements for Reinforced Concrete."
 - 3. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."
- B. Concrete Testing Service: The Owner will engage a qualified independent testing agency to perform materials evaluation tests and to design concrete mixes. The Contractor shall coordinate with the testing service to have samples obtained.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves of 100-foot or less radius.
- B. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.
- B. Welded Steel Wire Fabric: ASTM A 185.
 - 1. Furnish in flat sheets, not rolls, unless otherwise acceptable to Architect.
- C. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications.
 - 1. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- A. Portland cement: ASTM C 150, Type I.
 - 1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.
- B. Fly Ash: ASTM C 618, Type F.
- C. Normal-Weight Aggregates: ASTM C 33, Class 4, and as follows. Provide aggregates from a single source.
 - 1. Maximum Aggregate Size: 1-1/2 inches.
 - 2. Do not use fine or coarse aggregates that contain substances that cause spalling.
 - 3. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Architect.
- D. Water: Potable.

2.4 ADMIXTURES

- A. Provide concrete admixtures that contain not more than 0.1 percent chloride ions.
- B. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
- E. Water Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CURING MATERIALS

- A. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B.
 - 1. Provide material that has a maximum volatile organic compound (VOC) rating of 350 g/L.

2.6 RELATED MATERIALS

- A. Boiled Linseed Oil Mixture: Combination of boiled linseed oil and mineral spirits, complying with AASHTO M-233.
- B. Bonding Agent: Acrylic or styrene butadiene.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2.7 CONCRETE MIX

- A. Prepare design mixes for each type and strength of normal-weight concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use a qualified independent testing agency for preparing and reporting proposed mix designs.
 - 1. Do not use the Owner's field quality-control testing agency as the independent testing agency.
 - 2. Limit use of fly ash to 25 percent of cement content by weight.
- B. Proportion mixes according to ACI 211.1 and ACI 301 to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28-Day): 4000 psi, unless noted differently in the drawings.
 - 2. Maximum Water-Cement Ratio at Point of Placement: 0.45.
 - 3. Slump Limit at Point of Placement: 3 inches.
 - a. Slump limit for concrete containing high-range water-reducing admixture (super-plasticizer): Not more than 8 inches after adding admixture to site-verified 2-to-3-inch slump concrete.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows with a tolerance of plus or minus 1-1/2 percent:
 - 1. Air Content: 5.5 percent for 1-1/2-inch maximum aggregate.
- D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94.
 - 1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

2.9 JOINT MATERIALS

- A. Joint Sealant for concrete Joints:
 - 1. BASF Sonneborn Sololastic NP1 with Sonneborn 733 Primer.
- B. Preformed Backer Rods:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Preformed backup rods shall be used to control the depth of the sealant, to achieve the desired shape factor, to support the sealant against indentation and sag, and shall be a non-moisture absorbing resilient material.
2. Backup materials (backer rods) shall be manufactured from closed cell polyethylene (resilient) foam rubber compatible with the sealant, and recommended for such use by the sealant manufacturer, shall not adhere to the sealant, shall be compressible without extruding the sealant, and shall recover to maintain contact with the joint faces when the joint is open and shall be subject to approval by the Architect.
3. For 3/8 inch wide joints, use 1/2 inch diameter backer rods and for 3/4 inch wide joints, use 1" diameter backer rods, (unless otherwise shown on the Plans or approved by the Architect) so that the backer rods are always compressed in its installed position between the concrete joint surfaces.

2.9 FIBER REINFORCEMENT

- A. Synthetic Fiber: 100 percent virgin monofilament polypropylene fibers engineered and design for use in concrete paving complying with ASTM C 1116/C116M, Type III 1/2 to 1 ½ inches long.
 1. Provide fibers that have a specific gravity of 0.9, a minimum tensile strength of 70 ksi, graded per manufacturer specifically manufactured to an optimum gradation for use as concrete secondary reinforcement.
 2. Uniformly disperse in concrete mixture at manufacturers recommended rate but not less than 1.5 lb/cu.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas or poor soils conditions and verify need for additional compaction or removal and replacement of subbase material. Do not remove unsuitable subbase soils until reviewed, approved, and measured by the Owner or Architect. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for paving to required lines, grades, and elevations. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork and screeds for grade and alignment to following tolerances:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Top of Forms: Not more than 1/8 inch in 10 feet.
 2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

3.3 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

- A. General: Construct contraction, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise.
1. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.
- B. Contraction Joints: Provide weakened-plane contraction joints, sectioning concrete into areas as shown on Drawings. Construct contraction joints for a depth equal to at least 1/4 of the concrete thickness, as follows:
1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.
 2. Note: Tooled joints are not permitted for the Louisville Loop concrete pavement. The joints shall be saw cut and located every 10' o.c. No linear control joints will be installed on the Louisville Loop
 3. Additional saw cutting where noted.
 4. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiber-board strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than 1/2 hour, unless paving terminates at isolation joints.
 - 1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at least 1-1/2 inches into concrete.
 - 2. Continue reinforcement across construction joints unless indicated otherwise. Do not continue reinforcement through sides of strip paving unless indicated.
 - 3. Provide tie bars at sides of paving strips where indicated.
 - 4. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
 - 5. Louisville Loop construction joints: Install lateral construction joints 30' o.c. Use a felt matt material in construction joints; pour epoxy waver felt in joint and screed.
- D. Isolation Joints: Form isolation joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 30 feet, or as shown on drawings.
 - 2. Extend joint fillers full width and depth of joint, not less than 1/2 inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.
 - 3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
 - 4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

3.5 PREPARATION OF JOINTS

- A. Immediately before sealing, the temporary backer rods shall be removed; the joints shall be thoroughly cleaned of all laitance, curing compound, protrusions or hardened concrete, dirt, dust, vegetation and other foreign material. Cleaning shall be accomplished by high pressure water blasting, or sandblasting except that sandblasting equipment shall not be used to clean joints located in the vicinity of aircraft, or ground equipment (exclusive of Contractor's equipment).
- B. When the surfaces are clean and dry, and just prior to placement of the sealant, compressed air shall be used to blow out the joint and remove all residual dust. The joint faces shall be sound and surface dry when the seal is applied.
- C. When sealing Portland cement concrete-to-asphaltic concrete joints, the surface preparation and application shall be in strict accordance with the sealer's manufacturer written instructions, subject to the Project Engineer's approval.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3.6 INSTALLATION OF SEALANTS

- A. Joints shall be inspected for proper width, depth, alignment, condition of the concrete and preparation, and shall be approved by the Architect before sealing is allowed.
- B. Sealant shall be installed in accordance with the manufacturer's written recommendations and the following requirements:
 - 1. Backer rods shall be installed, using a suitable roller device recommended for such use by the sealant manufacturer, in the bottom of the joint to be filled to control the depth of the sealant, to achieve the desired shape factor, and to support the sealant against indentation and sag.
 - 2. The sealant shall be applied in a continuous operation, pumped directly from the original container using an approved mechanical device that will force the sealant to the bottom of the joint and completely fill the joint without spilling the material on the surface of the pavement, and shall adhere to the concrete (Portland cement concrete and/or bituminous concrete as the case may be) and shall be free of voids.
 - 3. The gun grade sealant shall be tooled; forcing it onto the backer rod and against the joint faces with an appropriate tool, to produce a slightly concave surface approximately 1/4" below the pavement surface and for self-leveling grade shall be extruded to form a horizontal surface 1/4" below the pavement surface. Tooling shall be accomplished before a skin forms on the surface, usually within 10 minutes of application.
 - 4. Sealant which does not bond to the concrete (Portland cement concrete and/or bituminous concrete as the case may be) surface of the joint walls, contains voids, or fails to set to a tack-free condition will be rejected and replaced by the Contractor at no additional cost.
 - 5. During the course of the work any batches that do not have good consistency for application shall be replaced.
 - 6. Excess sealant on the pavement surface shall be immediately removed.
 - 7. An approved primer shall be used at joints when recommended in writing by the manufacturer.

3.7 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcing before placing concrete. Do not place concrete on surfaces that are frozen.
- C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- D. Comply with requirements and with ACI 304R for measuring, mixing, transporting, and placing concrete.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
 - 1. When concrete placing is interrupted for more than 1/2 hour, place a construction joint.
- F. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete complying with ACI 309R.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcing, dowels, and joint devices.
- H. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.
- I. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.
- J. Cold-Weather Placement: Comply with provisions of ACI 306R and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- K. Hot-Weather Placement: Place concrete complying with ACI 305R and as specified when hot weather conditions exist.
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.8 CONCRETE FINISHING

- A. Float Finish: Begin floating when bleed water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/4 inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.
 1. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating surface 1/16 inch to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
 2. The Louisville will received a light broom finish parallel with the flow of traffic
 3. See Landscaping Drawings for any special finishes.
- B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces.
 1. Radius: 3/8 inch or as noted.
 2. Louisville Loop Radius: ½ inch on the outside edge of pavement
 3. Note: No lateral tooling of Louisville Loop Pavement.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of ACI 306R for cold weather protection and ACI 305R for hot weather protection during curing.
- B. Evaporation Control: In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before floating.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than 7 days with the following materials:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with a 12-inch lap over adjacent absorptive covers.
2. Curing Compound (option): Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
- E. Boiled Linseed Oil Treatment (Horizontal Surfaces): Apply boiled linseed oil mixture no sooner than 28 days after placement to clean dry concrete surfaces free of oil, dirt, or other foreign material. Apply in 2 sprayed applications at rate of 40 sq. yd. per gallon for the first application and 60 sq. yd. per gallon for the second application. Allow complete drying between applications.

3.10 FIELD QUALITY CONTROL TESTING

- A. The Owner will employ a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include the following:
 1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
 - a. Slump: ASTM C 143; one test at point of placement for each compressive-strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 - b. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.
 - c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.
 - d. Compression Test Specimens: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.
 2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
 3. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 4. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
- B. Test results will be reported in writing to Architect, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in paving, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28-day tests.
- C. Additional Tests: The testing agency will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective, or does not meet the requirements of this Section.
- B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

END OF SECTION 321313

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 321373 – CONCRETE PAVING JOINT SEALANT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. This item shall consist of providing and installing a resilient and adhesive joint sealing filler capable of effectively sealing joints in pavements and structures and around the various items embedded in the pavement.
- B. The joint sealant shall be resistant to fuels and hydraulic fluids. The joint sealant shall have not less than five years successful experience in sealing airport concrete pavement joint.

1.3 RELATED SECTIONS

- A. Division 32 Section “Portland Cement Concrete Paving” for concrete paving.

1.4 REFERENCES

- A. C719-93 Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
- B. C793-91(1997) Standard Test Method for Effects of Accelerated Weathering on Elastomeric Joint Sealants.
- C. D412-97a Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
- D. D1475-90 Standard test Method for Density of Paint, Varnish, Lacquer, and Related Products.
- E. D2240-97 Standard Test Method for Rubber Property-Durometer Hardness.
- F. D5893-96 Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

1.5 SUBMITTALS

- A. Specification Sheet and sample (2 caulking tubes) of each silicone joint sealant.
- B. Specification Sheet and sample for the permanent backer rod (10 L.F.).
- C. Sample for the temporary backer rod (10 L.F.).
- D. Material Safety and Data Sheets for each silicone joint sealant.

PART 2 – PRODUCTS

2.1 THE JOINT SEALING MATERIAL FOR SEALING PORTLAND CEMENT CONCRETE TO PORTLAND CEMENT CONCRETE JOINTS

- A. The joint sealing material for sealing Portland cement concrete to Portland cement concrete joints shall consist of cold applied silicone sealant (non-acid curing) equal to Dow Corning 888 Silicone Joint Sealant, gun grade, or approved equal, meeting the requirements shown in Table 1

TABLE 1
SILICONE SEALANT REQUIREMENT
(Gun Grade)

<u>Test Method</u>	<u>Test</u>	<u>Material Requirement</u>
<u>As Supplied</u>		
MIL-S-8802	Flow, Maximum	0.2
ASTM D1475	Specific Gravity	1.450 to 1.515
MIL-S-98802	Extrusion Rate, grams per minute	90 to 250
MIL-S-8802	Tack-Free Time, minutes	35 to 75
<u>Upon Complete Cure</u>		
ASTM D2240	Durometer ¹	15 to 25
ASTM D412	Die C Modulus, at 150% elongation ¹ , psi maximum.....	45
ASTM D412	Die Celongation ¹ , % minimum	1200
ASTM C719 ³	Adhesion to Concrete ¹ minimum % elongation	500
<u>Performance</u>		

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

ASTM C719	Movement, 10 cycles at + 110/-50 % ²	No failure
ASTM C793	Accelerated Weathering, at 5000 hours	No. Cracks blisters or bond loss.

¹Sample cured 21 days at 77 ± 2 F and 50 ± 5% relative humidity. Proper joint design and proper joint preparation are necessary for maximum performance.

²Tested on random sample at least on an annual basis.

³ASTM C719 modified to pull sealant to failure without exposure to high and low cyclic temperatures.

- 2.2JOINT SEALING MATERIALS FOR SEALING PORTLAND CEMENT CONCRETE TO ASPHALTIC CONCRETE PAVEMENT
- A.The joint sealing materials for sealing Portland cement concrete-to-asphaltic concrete pavement shall consist of a self-leveling sealant equal to Dow Corning 890SL silicone joint sealant and it shall be one part, air cured, cold applied silicone sealant (non-acid curing) compatible for use with both Portland cement concrete and asphaltic concrete pavement, meeting the requirements shown in Table 2.

TABLE 2
SILICONE SEALANT REQUIREMENT
(Self Leveling Grade)

<u>Test Method</u>	<u>Test</u>	<u>Material Requirement</u>
<u>As Supplied</u>		
MIL-S-8802	Flow, Maximum	Self-Leveling
MIL-S-8802	Skin-over time, at 77°F, minutes, max	60
<u>Test Method</u>	<u>Test</u>	<u>Material Requirement</u>
<u>Upon Complete Cure</u>		
ASTM D-5893	Joint Modulus, at 150% elongation ¹ , psi maximum	10
ASTM D-412-97a	Die C Elongation ¹ , & minimum	1400
ASTM D-5893	Tensile Adhesion to Concrete ¹ minimum % elongation.....	600
MIL-S-08802	Peel Adhesion to Unprimed Concrete, lbs/inch, minimum	20

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

Performance

ASTM C-719 Movement, 10 cycles at +100/-50%2..... No failure

¹Sample cured 21 days at 77 ± 2 F and 50 ± 5% relative humidity. Proper joint design and proper joint repair are necessary for maximum performance.

²Randomly tested by the manufacturer; test not less than one sample per lot of manufactured sealant furnished on the project.

2.3 PREFORMED BACKER RODS

- A. Preformed backup rods, as shown on the plans, shall be used to control the depth of the sealant, to achieve the desired shape factor, to support the sealant against indentation and sag, and shall be a non-moisture absorbing resilient material.
- B. Backup materials (backer rods) shall be manufactured from closed cell polyethylene (resilient) foam rubber compatible with the sealant, and recommended for such use by the sealant manufacturer, shall not adhere to the sealant, shall be compressible without extruding the sealant, and shall recover to maintain contact with the joint faces when the joint is open and shall be subject to approval by the Architect.
- C. For 3/8 inch wide joints, use 1/2 inch diameter backer rods and for 3/4 inch wide joints, use 1" diameter backer rods, (unless otherwise shown on the Plans or approved by the Architect) so that the backer rods are always compressed in its installed position between the concrete joint surfaces.

2.4 SAMPLES

- A. Samples of all materials which the Contractor proposes for use and copies of the manufacturer's recommendations for mixing and installation shall be submitted to the Project Engineer for approval at least thirty (30) days prior to use.

2.5 SUBMITTAL REQUIREMENTS

- A. Each lot or batch of sealing material shall be delivered to the job site in the manufacturer's original sealed container. Each container shall be labeled to include the following:
 - 1. Name of Material
 - 2. Manufacturer's Name
 - 3. Manufacturer's Lot Number
 - 4. Production Date

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

5. Shelf Life
 6. Mixing Instructions
 7. Storage Instructions.
 8. Placement Instructions.
- B. Each lot or batch delivered to the job shall also be accompanied by a "Material Safety Data Sheet" (MSDS), and the Manufacturer's Certification stating that the compound meets the requirements of this specification including its compliance with the jet fuel and hydraulic fluids resistance provisions.
- C. When required by the Project Engineer, the Contractor shall provide test reports of the sealant properties demonstrating conformance of the sealant to the Contract Specifications.

PART 3 - EXECUTION

3.1 TIME OF APPLICATION

- A. The joints shall be sealed immediately following the concrete curing period or as soon thereafter as weather conditions permit, and before the pavement is used for material storage or opened to traffic, including construction traffic.
- B. The concrete shall be cured and dry (not less than 7 days old unless otherwise ordered by the Project Engineer), and the joint surfaces shall be clean at the time of the sealant application.
- C. At the time of application of the sealing compound, the atmospheric and pavement temperature shall be above 50°F. and the weather shall not be rainy or foggy. The temperature requirements may be waived only when so directed by the Project Engineer.

3.2 EQUIPMENT

- A. All equipment necessary for the proper construction of this work shall be on the project in first class working condition.
- B. The equipment shall be as recommended by the manufacturer of the sealer and approved by the Architect before construction is permitted to start.
- C. Air compressors shall be equipped with suitable traps capable of removing all free water and oil from the compressed air and shall be capable of furnishing air with a pressure greater than 90 psi.

3.3 PREPARATION OF JOINTS

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- A. Immediately before sealing, the temporary backer rods shall be removed, the joints shall be thoroughly cleaned of all laitance, curing compound, protrusions or hardened concrete, dirt, dust, vegetation and other foreign material. Cleaning shall be accomplished by high pressure water blasting, or sandblasting except that sandblasting equipment shall not be used to clean joints located in the vicinity of aircraft, or ground equipment (exclusive of Contractor's equipment).
- B. When the surfaces are clean and dry, and just prior to placement of the sealant, compressed air shall be used to blow out the joint and remove all residual dust. The joint faces shall be sound and surface dry when the seal is applied.
- C. When sealing Portland cement concrete-to-asphaltic concrete joints, the surface preparation and application shall be in strict accordance with the sealer's manufacturer written instructions, subject to the Project Engineer's approval.

3.4 INSTALLATION OF SEALANTS

- A. Joints shall be inspected for proper width, depth, alignment, condition of the concrete and preparation, and shall be approved by the Architect before sealing is allowed.
- B. Sealant shall be installed in accordance with the manufacturer's written recommendations and the following requirements:
 - 1. Backer rods shall be installed, using a suitable roller device recommended for such use by the sealant manufacturer, in the bottom of the joint to be filled to control the depth of the sealant, to achieve the desired shape factor, and to support the sealant against indentation and sag.
 - 2. The sealant shall be applied in a continuous operation, pumped directly from the original container using an approved mechanical device that will force the sealant to the bottom of the joint and completely fill the joint without spilling the material on the surface of the pavement, and shall adhere to the concrete (Portland cement concrete and/or bituminous concrete as the case may be) and shall be free of voids.
 - 3. The gun grade sealant shall be tooled, forcing it onto the backer rod and against the joint faces with an appropriate tool, to produce a slightly concave surface approximately 1/4" below the pavement surface and for self-leveling grade shall be extruded to form a horizontal surface 1/4" below the pavement surface. Tooling shall be accomplished before a skin forms on the surface, usually within 10 minutes of application.
 - 4. Sealant which does not bond to the concrete (Portland cement concrete and/or bituminous concrete as the case may be) surface of the joint walls, contains voids, or fails to set to a tack-free condition will be rejected and replaced by the Contractor at no additional cost.
 - 5. During the course of the work any batches that do not have good consistency for application shall be replaced.
 - 6. Excess sealant on the pavement surface shall be immediately removed.
 - 7. An approved primer shall be used at joints when recommended in writing by the manufacturer.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

- C. The Contractor shall have a manufacturer's technical representative on the project at the start of the joint sealing operation to observe the methods and means employed by the Contractor to install the joint sealer. The manufacturer's technical representative(s) shall conduct the demonstration(s), train the Contractor's personnel, and ensure that the installation procedures are in accordance with the manufacturer's directions prior to the start of the sealing operations. The representative(s) shall visit the job site at least two (2) times during the sealing operation and after the sealing is completed, shall conduct a general inspection of the work and perform more extensive inspections and/or testing on a random basis to reasonably assure that the construction is in accordance with the manufacturer's recommended construction methods and procedures. The manufacturer's representative report outlining the findings shall be submitted to the Architect at the completion of the inspection.

3.5 FIELD TEST

- A. Before sealing the joints, the Contractor shall demonstrate that the equipment and procedures for preparing, mixing, and placing the sealant will produce a satisfactory joint seal. This shall include the preparation of two small batches and the application of the resulting material.

END OF SECTION 321373

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 321724 – PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- C. Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction and Standard Drawings.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Pavement Striping and Markings.
 - 2. Raised Pavement Markers.
- B. Related Sections include the following:
 - 1. Division 10 Section “Exterior Signage” for coordination of locations of signage and pavement markings.
 - 2. Division 32 Section “Hot Mix Asphalt Paving” for surface to apply markings
 - 3. Division 32 Section “Portland Cement Concrete Paving” for surface to apply markings.

1.3 SYSTEM DESCRIPTION

- A. Provide pavement markings according to the materials, workmanship, and other applicable requirements of the KDOH’s Standard Specifications for Road and Bridge Construction and Drawings.
 - 1. Standard Specification: As indicated for Section 712 – Raised Pavement Markers, Section 713 – Permanent Pavement Striping, and Section 714 – Durable Pavement Striping.
 - 2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 SUBMITTALS

- A. Product Data: For each product specified. Include manufacturer’s technical data and tested physical and performance properties.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- B. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Material Test Reports: Indicate and interpret test results for compliance of materials with requirements indicated.
- D. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has placed pavement markings similar in material, markings, and extent to that indicated for this Project, and with a record of successful in-service performance.
- B. Manufacturer Qualifications: Engage a supplier meeting the requirements set forth in the (KDOH) Specifications and Standards and with a record of successful in-service performance.
 - 1. Firm shall be approved by authorities having jurisdiction or KDOH.
- C. Pavement Markings: Comply with Manual on Uniform Traffic Control Devices, latest edition.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4 deg C) for oil-based materials, 50 deg F (10 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C). The anticipated temperature shall remain at or above these for four (40) hours after completing application. Operation shall cease during rainfall.
- B. All surfaces must be clean and ready for the application for each type of markings.

PART 2 - PRODUCTS

2.1 PAINT

- A. General: The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months. Paint shall be per the requirements of the KDOH Standard Specifications for fine and coarse aggregates. Pavement marking paints shall comply with applicable state and local laws

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the local Air Pollution Control District.

- B. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than three minutes. Paint shall conform to Section 842 of KDOH's Standard Specifications.
 - 1. Colors: White, yellow, and blue or as selected by the Architect or Owner.
 - 2. Striping width: 4 inches.

2.2 REFLECTIVE MEDIA

- A. Reflective media for roads, streets, and other pavement shall conform to the requirements of KDOH's Standard Specifications for Road and Bridge Construction.

2.3 AUXILIARY MATERIALS

- A. Thermoplastic Pavement Marking Material and Glass Beads: Thermoplastic marking material and glass beads shall conform to Sections 837 and 839 respectfully of KDOH's Standard Specifications.
- B. Raised Markers: Raised markers shall conform to Section 840 of KDOH's Standard Specifications. The castings and/or adhesives for attaching the markers to the pavement shall also be per KDOH's specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspect existing pavement surfaces for conditions and defects that will adversely affect quality of work, and which cannot be put into an acceptable condition through normal preparatory work as specified.
- B. Verify that subgrade is dry and in suitable condition for painting or installing markings.
- C. Verify new asphalt is complete, has been accepted by the Architect or Owner, and has cured a minimum of fourteen (14) days.

3.2 SURFACE PREPARATION

- A. Surfaces to be marked shall be thoroughly cleaned before application of the pavement marking material. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods as re-

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

quired. Rubber deposits, surface laitance, existing paving markings, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Areas of old pavement affected with oil or grease shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinsed thoroughly after each application. After cleaning, oil-soaked areas shall be sealed with cut shellac to prevent bleeding through the new paint. Pavement surfaces shall be allowed to dry, when water is used for cleaning, prior to striping or marking. Surfaces shall be re-cleaned, when work has been stopped due to rain.

- B. In general, markings shall not be placed over existing pavement marking patterns. Existing pavement markings, which are in good condition but interfere or conflict with the newly applied marking patterns, shall be removed. Deteriorated or obscured markings that are not misleading or confusing or interfere with the adhesion of the new marking material do not require removal. New preformed and thermoplastic pavement marking shall not be applied over existing preformed or thermoplastic markings. Whenever grinding, scraping, sandblasting or other operations are performed, the work must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing. When these operations are completed the pavement surface shall be blown off with compressed air to remove residue and debris resulting from the cleaning work.

3.3 APPLICATION

- A. All pavement markings and patterns shall be placed as shown on the plans, per MUTCD manual, KDOH Standard Specifications and Drawings, or as directed by the Architect or Owner. Note: A continuous yellow centerline strip shall be placed on existing Blue Heron Road from Shelbyville Road to where the new Park Road construction begins.
- B. Paint shall be applied to clean, dry surfaces, and only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these limits. Paint shall be applied pneumatically with approved equipment at rate of coverage specified. The Contractor shall provide guide lines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. Edges of markings shall be sharply outlined.
- C. Paint application rates shall conform to the KDOH Standard Specifications and requirements, local agency requirements, and as recommended by the paint manufacturer.
- D. All markings and striping shall be protected from injury and damage of any kind while the material is drying. The contractor shall use proper and sufficient directional signs, warning devices, barricades, pedestals, lights, traffic cones, flagpersons, or such other devices to protect the work, workers, and public.

3.4 DRYING

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- A. The maximum drying time requirements set forth by the paint manufacturer will be strictly enforced to prevent undue softening of bitumen, and pickup, displacement, or discoloration by vehicle tires.

3.5 REFLECTIVE MEDIA

- A. Application of reflective media shall immediately follow application of pigmented binder. Drop-on application of glass beads shall be accomplished to insure that reflective media is evenly distributed at the specified rate of coverage. Should there be a malfunction of either paint applicator or reflective media dispenser, operation shall be discontinued immediately until deficiency is corrected.

3.6 PLACEMENT OF RAISED PAVEMENT MARKERS

- A. Preparation of surfaces and placement of raised pavement markers shall conform to the requirements of KDOH's Standard Specifications and Drawings and the MUTCD.
- B. The Contractor shall provide an experienced technician to supervise the application of the raised pavement markers. In areas of high traffic volume, the Contractor shall schedule work to apply traffic markers in off-peak traffic hours or weekends.

3.7 FIELD QUALITY CONTROL

- A. Obtain the approval of Architect or Owner of layout of guide markings, templates, forms, or stencils prior to application of permanent pavement markings.

END OF SECTION 321724

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 323223 – SEGMENTAL RETAINING WALLS

PART 1 - GENERAL

1.1 Scope

This work shall consist of furnishing materials and placement of segmental retaining wall (SRW) units with or without ground reinforcement in accordance with the KYTC Standard Specifications 105.04.

The Contractor shall perform the necessary work to verify that the foundation is at the correct elevation, that the wall is constructed to the correct alignment, and that the work is in accordance with the specified tolerances. The checking of alignments and tolerances shall include verifying that the plumbness of the SRW units is in accordance with Part 3.4 over the entire height of the wall. Alignment shall be checked at each layer of SRW units after the backfill behind the SRW units has been compacted, and the results shall be recorded.

1.2 General Design Requirements

The SRW shall consist of an aggregate leveling pad, concrete SRW units and when specified, ground reinforcement elements that are to be mechanically connected to the facing units. Ground reinforcement shall have sufficient strength, frictional resistance, and quantity as required by design.

All SRW units shall be constructed in accordance with the approved plans and shop drawings based on the requirements herein. The recommendations of the wall system supplier shall not override the minimum performance requirements shown herein.

If the wall manufacturer needs additional information to complete the design, the Contractor shall be responsible for obtaining such information.

All appurtenances behind, in front of, under, mounted upon, or passing through the wall such as drainage structures, utilities, or other appurtenances shown on the plans shall be accounted for in the stability design of the wall.

The SRW design shall follow the general dimensions of the wall envelope shown on the plans. The plans will locate the leveling pad at or below the theoretical leveling pad. The top of the SRW unit shall be at or above the top of the wall elevation shown on the plans.

The top of the SRW shall be designed to prevent the removal of the top course of blocks. Cast-in-place concrete will not be an acceptable replacement for any SRW unit within the areas noted by the wall envelope.

SRW units shall be designed to accommodate differential settlement of 1 linear unit in 100. Where shown on the plans, slip joints to accommodate excessive or differential settlement shall be included.

1.3 Design Criteria

The design by the manufacturer shall be in accordance with the requirements for the internal and the external stability of the wall mass, the bearing pressure, and overturning. The design shall be in accordance with the applicable requirements of the AASHTO Standard Specifications for Highway Bridges unless otherwise specified herein.

External loads which affect the internal stability shall be accounted for in the design. The size of all structural elements shall be determined such that the design load stresses do not exceed the allowable stresses found in the AASHTO Standard Specifications for Highway Bridges, unless otherwise shown on the plans.

SRW units shall be Redi-Rock[®] as produced by a licensed manufacturer or approved equal.

The phi, (ϕ), angle for the internal design of the volume shall be assumed to be 34°. The (ϕ) angle of the back-

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

fill behind the segmental retaining earth mass shall be assumed to be 30°. Before construction begins, the structure granular backfill selected shall be tested by the Contractor to confirm compliance with the frictional requirement. The wall supplier shall be furnished a copy of the testing results for the backfill. The friction angle of the foundation soils shall be assumed to be 30°.

The wall shall be defined by the wall envelope shown on the plans. For design purposes, the height of wall H shall be measured from the theoretical top of the leveling pad to the top of the wall. For a level surcharge situation, the top of the wall shall be measured to the top of the coping or to the gutter line of the traffic barrier. The top of the wall shall be the theoretical top of the segmental retaining wall units only when a coping or barrier is not used. For an abutment face, the design height H shall be defined as the height measured from the top of the leveling pad to the top of the roadway surface. For a wall with a sloping surcharge the top of the wall shall be measured at a point 0.3H back from the face where the design height is H and the actual wall height is H.

SRW units shall be dry stacked in a running bond configuration. Vertically adjacent units shall be connected with approved shear connections or interlocking by means of integral lugs or lips, pins, or clips.

The ground reinforcement shall be the same length from the bottom to the top of each SRW section. Differing ground reinforcement elements shall be clearly marked for ease of construction. The minimum length of the ground reinforcement shall be 8 ft (2.44 m) or 0.7H for a wall without sloping surcharges, 0.7H for a wall with sloping surcharges, or in accordance with the AASHTO Standard Specifications for Highway Bridges for an abutment on a spread footing.

The ground reinforcement for SRW sections shall be sized using the lesser of the allowable forces for each specific connection and each specific reinforcing element. The connection's allowable force shall be taken as 2/3 of the connection test load at the allowable pullout deformation limit of 1/2 in. (13 mm) or 1/2 of the ultimate load, whichever is less.

The ground reinforcement length shall be as required for internal design or as shown on the plans. The length shall exceed the minimum noted as required for design consideration. One hundred percent of the ground reinforcement, which is designed and placed in the reinforced earth volume, shall extend to and shall be connected to the SRW units.

Where the presence of opposing walls limits the length of ground reinforcing, the design shall account for the reduced length and internal and external stability calculations shall be made to check for adequate factor of safety.

The actual applied bearing pressures under the stabilized mass for each reinforcement length shall be clearly indicated on the shop drawings and shall be equal to or less than the maximum allowable soil pressure shown on the plans. Passive pressure in front of the wall mass will be assumed to be zero for design purposes.

1.4 Submittals

The Contractor shall submit one copy of the design computations for approval. An analysis of settlement, sliding, bearing capacity and overall slope stability shall be included with the design computations. If the computations are computer generated, one sample set of hand calculations, for one wall location, shall also be submitted. The Contractor shall submit eight (8) sets of design drawings for approval after the design computations are approved and before beginning wall construction operations. Design computations and design drawings shall be signed and sealed by a professional engineer in the State of Kentucky.

(a) The design drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the wall and shall include, but shall not be limited to, the following:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

1. A plan and elevation sheet or sheets for each wall

2. An elevation view of the wall which shall include the elevation at the top of the wall at all horizontal and vertical break points at least every 50 ft (15 m) along the face of the wall, all steps in the leveling pads, the designation as to the type of SRW unit, the length of ground reinforcement (if required), the distance along the face of the wall to where changes in length of the ground reinforcement occur, and an indication of the original and final ground lines and maximum bearing pressures.

3. A plan view of the wall that indicates the offsets from the construction centerline to the face of the wall at all changes in horizontal alignment. A plan view and elevation view which detail the placing position and connection of all ground reinforcing elements in areas where piling, utility, or other structures are near the wall.

4. A typical cross-section or cross-sections showing elevation relationship between ground conditions and proposed grades.

5. All general notes required for constructing the wall.

6. All horizontal and vertical curve data affecting the wall.

7. A listing of the summary of quantities on the elevation sheet for each wall.
- (b) All SRW units shall show all dimensions necessary to construct the element and the location of soil reinforcing system devices embedded in the units.
- (c) The details for construction of walls around drainage facilities.
- (d) All details of the architectural treatment.
- (e) The details for diverting ground reinforcement around obstructions such as piles, catch basins, landscape plantings where the bottom of the root ball extends below the top level of ground reinforcement, and other utilities shall be submitted for approval.
- (f) The details for mechanical connection between the SRW unit and the ground reinforcement.

Design calculations and shop drawings shall be submitted to the Engineer for review and approval.

PART 2 - PRODUCTS

2.1 Materials

The Contractor shall make arrangements to supply the materials described herein, including concrete SRW units, fasteners, joint materials, ground reinforcement, and all necessary incidentals.

Materials shall be in accordance with the following:

Coarse Aggregate, Class A or Higher, Size No. 8* or 91	805
Concrete Admixtures**	802
Concrete	601
Coarse Aggregate, Size No. 23	805
Fly Ash	801
Geotextile	843
Portland Cement	801
Structure Granular Backfill	805.11

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- Water..... 803
- * Coarse aggregate No. 8 used as drainage fill shall consist of 100% crushed stone.
 - ** Admixtures in accordance with ASTM C 1372 may be used for the SRW if approved by the Engineer.

Backfill material used in the SRW volume shall be structure granular backfill in accordance with 805.11. Where ground reinforcement is required, nominal size aggregate No. 30 shall not be used.

The internal friction or ϕ angle of the structure granular backfill in the reinforced backfill shall be not less than 34° in accordance with AASHTO T 236 or AASHTO T 297 under consolidated drained conditions. Testing for the ϕ angle shall be performed on the portion finer than No. 8 (2.36 mm) sieve, using a sample of the material compacted to 95% in accordance with AASHTO T 99, methods C, or D. No testing for the ϕ angle is required when 80% of the materials are greater than No. 4 (4.75 mm) sieve. An approved geotechnical laboratory shall perform the tests.

Structure granular backfill criteria shall be as follows:

<i>Property</i>	<i>Criteria</i>	<i>Test Method</i>
<i>pH</i>	<i>5 < pH < 10</i>	<i>AASHTO T 289</i>
<i>Organic Content</i>	<i>1 % max.</i>	<i>AASHTO T 267</i>
<i>Permeability & Gradation</i>	<i>30 ft/day</i> <i>(9 m/day) (min.)</i>	<i>AASHTO T 215</i> <i>AASHTO T11 & T27</i>

All of the above tests shall be run a minimum of once per 2 calendar years per source.

(a) Concrete Segmental Retaining Wall Units

Concrete SRW units shall be in accordance with ASTM C 1372 and shall have a minimum compressive strength of 4000 psi (27.5 MPa) at 28 days. SRW units utilizing type I or II cement will be considered acceptable for placement in the wall when 7-day strengths exceed 3500 psi (24.1 MPa).

Retarding agents, accelerating agents, coloring pigments, or additives containing chloride shall not be used without approval.

Wall units shall be made with Ready-Mixed concrete in accordance with ASTM C94, latest revision, and per the following chart:

Climate	Air Content	28 Day Compressive Strength, psi	Slump*
Negligible	1½%-4½%	4000	5" ±1 ½"
Moderate	3%-6%	4000	5" ±1 ½"
Severe	4½%-7½%	4000	5" ±1 ½"

*Higher slumps are allowed if achieved by use of appropriate admixtures.

Notwithstanding anything stated above, all material used in the wall units must meet applicable ASTM and local requirements for exterior concrete.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH



Exterior block dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 1% excluding the architectural surface. Maximum width (face to back) deviation including the architectural surface shall be 1.0 inch.

Exposed face shall be finished as specified. Other surfaces to be smooth form type. Dime-size bug holes on the block face may be patched and/or shake-on color stain can be used to blend into the remainder of the block face.

1. Testing and Inspection

- a. Material properties shall be in accordance with the requirements of Part 2.1 in lieu of Section 4.
- b. Table 1, "Strength and Absorption Requirements", shall be modified to require that the average compressive strength, when sampled and tested in accordance with ASTM C 140, of a three CMU compressive strength sample shall be 4000 psi (27.5 MPa) with no individual unit less than 3500 psi (24.1 MPa). Maximum absorption shall be 6%.
- c. The SRW unit's compressive strength shall be considered acceptable regardless of curing age when compressive test results indicate that the compressive strength is in accordance with Part 2.1(a).
- d. Freeze-thaw durability testing shall be completed in accordance with Section 8.3 by a laboratory approved by the KYTC. Test results shall have been completed in accordance with ASTM C 1372 and be within 12 months prior to delivery. Certification in accordance with the KYTC Division of Material's requirements for the freeze-thaw durability testing shall be submitted to the Engineer prior to use of the blocks.
- e. Sampling and testing of the manufacturer's production lots will be conducted by the Engineer in accordance with ASTM C 140. If the compressive strength test result does not meet the requirements of Part 2.1(a), the production lot units may not be used. The manufacturer may resample the same production lot in the presence of the Engineer for retesting. The Engineer will test the additional samples in accordance with ASTM C 140. If the retested samples meet the requirements of Part 2.1(a), the production lot may be used. If the retested samples do not meet the requirements of Part 2.1(a), all the units from the production lot may not be used.

2. Rejection

Units shall be subject to rejection due to failure to be in accordance with the requirements specified above. In addition, the following defects may be sufficient cause for rejection.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- a. Defects which indicate imperfect molding.
- b. Defects which indicate honeycombed or open texture concrete.
- c. Defects in the physical characteristics of the concrete, such as broken or chipped concrete, or color variations or dunnage marks on the front face due to excessive form oil or other reasons.

The Engineer will determine whether spalled, honeycombed, chipped, or otherwise defective concrete shall be repaired or be cause for rejection. Repair of concrete, if permitted, shall be completed in a satisfactory manner. Repair to concrete surfaces, which are to be exposed to view after completion of construction shall be subject to approval.

3. Marking

The date of manufacture, the production lot number, and the place mark shall be clearly scribed on the rear face of each unit or on each shipping pallet.

4. Handling, Storage, and Shipping

All SRW units shall be handled, stored, and shipped so as to eliminate the danger of chipping, cracks, fractures, and excessive bending stresses.

Contractor shall check the materials upon delivery to assure proper material has been received.

Contractor shall prevent excessive mud, wet cement and like materials from coming in contact with the SRW units.

Contractor shall protect the materials from damage. Damaged material shall not be incorporated in the project.

(b) Aggregate Leveling Pad

Aggregate for the leveling pad shall be compacted aggregate No. 53 and shall be in accordance with the applicable requirements of 302.

(c) Ground Reinforcement

The ground reinforcement, if required, shall be geogrid. The ground reinforcement used shall be consistent with that used in the pullout test and shall be consistent throughout the project.

Certification in accordance with the KYTC Division of Material's requirements for geogrids shall be submitted to the Engineer prior to use of the materials.

Geogrid shall be on a regular network of integrally connected polymer tensile elements with aperture geometry sufficient to permit significant mechanical interlock with the surrounding material. The geogrid structure shall be dimensionally stable and shall be able to retain its geometry under construction stresses. The geogrid structure shall have a resistance to damage during construction, ultraviolet degradation, and all forms of chemical and biological degradation encountered in the soil being placed on.

Geogrid shall be in accordance with the property requirements as specified in the Geosynthetic Research Institute Standard Test Methods GG1, GG3, GG4, and ASTM D 5262.

During periods of shipment and storage, the geogrid shall be protected from temperatures greater than 140°F (60°C), mud, dirt, dust, and debris. Each geogrid roll shall be labeled or tagged to provide product identification. The manufacturer's recommendations shall be followed with regard to protection from direct sunlight.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

At the time of installation, the geogrid will be rejected if it has defects, tears, punctures, flaws, deterioration, or damage incurred during manufacture, transportation, or storage. All damaged portions of geogrid for the entire width shall be replaced.

Only geogrids selected from the KYTC list of approved Geogrids shall be used. No relabeled materials will be considered for approval.

A specified material shown on the approved list will not be listed under more than one name. The geogrid shall be in accordance with the property requirements for the type specified as follows:

1) Type I

PROPERTY	TEST METHOD	UNIT	VALUE, Min.
Aperture	Calibered	in. (mm)	0.5 x 0.5 (13 x 13)
Open Area	COE, CWO2215	percent	> 50.0, ≤ 80.0
Tensile Modulus, machine direction cross machine direction	ASTM D 66371,2,3	lb/ft (N/m)	10,000 (146 000)
		lb/ft (N/m)	10,000 (146 000)
Ultimate Strength, machine direction cross machine direction	ASTM D 66372,3	lb/ft (N/m)	800 (11 670) 800
		lb/ft (N/m)	(11 670)
1. Secant modulus at 5% elongation.			
2. Results for machine direction, MD, and cross machine direction, CMD, are required.			
3. Minimum average roll values shall be in accordance with ASTM D 4759.			
PROPERTY	TEST METHOD	UNIT	VALUE, Min.

2) Type II

PROPERTY	TEST METHOD	UNIT	VALUE, Min.
Aperture	Calibered	in. (mm)	0.5 x 0.5 (13 x 13)
Open Area	COE, CWO2215	percent	> 50.0, ≤ 80.0
Tensile Modulus, machine direction cross machine direction	ASTM D 66371,2,3	lb/ft (N/m)	10,000 (146 000)
		lb/ft (N/m)	10,000 (146 000)
Ultimate Strength, machine direction cross machine direction	ASTM D 66372,3	lb/ft (N/m)	800 (11 670) 800
		lb/ft (N/m)	(11 670)
1. Secant modulus at 5% elongation.			

Fiberglass rod used in the Type 1AT Geogrid connection shall be 7/16” diameter. Only fiberglass rod obtained from an authorized Redi-Rock® dealer or approved equal shall be used.

(d) Backfill Material

Backfill material used in the SRW structure volume shall be structure granular backfill.

Certification in accordance with the KYTC Division of Material’s requirements for the structure granular backfill shall be furnished prior to use of the materials. One copy of all test results performed by the Contractor, which are necessary to demonstrate compliance with the specifications, shall be furnished to the Engineer.

Drainage fill used behind the SRW, as shown on the plans, shall be coarse aggregate No. 8 (2.36 mm) in accordance with 805. Free draining backfill material shall be washed stone and shall be placed to a minimum of 1’ width behind the back of the wall and shall extend vertically from the leveling pad to an elevation 4” below the top of wall.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

Backfill material shall be approved by the geotechnical engineer. Site excavated soils may be used if approved unless otherwise specified in the drawings. Unsuitable soils with a PL>6, organic soils and frost susceptible soils shall not be used within a 1 to 1 influence area.

Non-woven geotextile cloth shall be placed between the free draining backfill and retained soil, if required.

Where additional fill is needed, Contractor shall submit sample and specifications to the Engineer for approval.

PART 3 - EXECUTION

3.1 General Requirements

The wall supplier representative shall provide technical instruction, guidance in pre-construction activities including the preconstruction conference, and on-site technical assistance to the Contractor during construction.

3.2 Foundation Preparation

The foundation for the structure shall be graded level for the width shown on the plans. Prior to wall construction, the foundation, if not in rock, shall be compacted in accordance with 603. The base of the wall excavation shall be proofrolled with approved compacting equipment. If unsuitable foundation material is encountered, it shall be removed, replaced, and compacted in accordance with 603.04.07 and 613.03.02.

At each foundation level, an aggregate leveling pad shall be provided as shown on the plans.

Native foundation soil shall be compacted to 95% of standard proctor or 90% of modified proctor prior to placement of the Leveling Pad material.

In-situ foundation soil shall be examined by the Engineer to ensure that the actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting the required strength shall be removed and replaced with acceptable, compacted material.

3.3 Retaining Wall Excavation

This work shall consist of the excavation of material whose removal is necessary for the construction of the SRW sections in accordance with the plans and the requirements herein. Excavation shall include the construction and subsequent removal of all necessary bracing, shoring, sheeting, cribbing, all pumping, bailing, and draining.

Prior to starting excavation operations at the wall site, clearing and grubbing shall be in accordance with 202. The Contractor shall clear and grub the area for the excavation in accordance with the limits shown on the plans. All timber, stumps, and debris shall be disposed of in accordance with 202.

The Contractor shall notify the Engineer a sufficient time before beginning the excavation so that measurements may be taken of the undisturbed ground.

Where necessary for safety, the excavation shall be shored or braced in accordance with State and local safety standards. Excavation and related work shall be performed such that no portion of the wall is endangered by subsequent operations.

Where excavation for the wall is adjacent to a traveled way, the method for shoring, sheeting, or bracing the excavation opening shall be approved before beginning the excavation. The Contractor shall submit 5 copies of drawings in accordance with 603.03.06 showing details of the proposed method of excavation protection.

After the excavation for each wall location has been performed, the Contractor shall notify the Engineer. The aggregate leveling pad shall not be placed until the Engineer has approved the depth of the excavation and the foundation material.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

All sheeting and bracing shall be removed as the backfilling progresses.

All material for backfill shall be subject to approval and shall be free from large or frozen lumps, wood, or other undesirable material. All backfill shall be compacted in accordance with 603 and 613.

3.4 Leveling Pad Placement

Leveling pad shall be placed as shown on the construction drawings.

Leveling pad shall be placed on undisturbed native soils or suitable replacement fills.

Leveling pad shall be compacted to 95% of standard proctor or 90% of modified proctor to ensure a level, hard surface on which to place the first course blocks. Pad shall be constructed to the proper elevation to ensure the final elevation shown on the plans.

Leveling pad shall have a 6 inch minimum depth for walls under 8 feet in height and a 12 inch minimum depth for walls over 8 feet. Pad dimensions shall extend beyond the blocks in all directions to a distance at least equal to the depth of the pad or as designed by the wall manufacturer.

For steps and pavers, a minimum of 1" - 1 ½" of free draining sand shall be screeded smooth to act as a placement bed for the steps or pavers.

3.4 Wall Erection

The first course of wall units shall be placed on the prepared Leveling Pad with the aesthetic surface facing out and the front edges tight together. All units shall be checked for level and alignment as they are placed.

Ensure that units are in full contact with leveling pad. Proper care shall be taken to develop straight lines and smooth curves on base course as per wall layout.

The backfill in front and back of entire base row shall be placed and compacted to firmly lock them in place. Check all units again for level and alignment. All excess material shall be swept from top of units.

Install next course of wall units on top of base row. Position blocks to be offset from seams of blocks below. Blocks shall be placed fully forward so knob and groove are engaged. Check each block for proper alignment and level. Backfill to 12 inch width behind block with free draining backfill. Spread backfill in uniform lifts not exceeding 8 inches. Employ methods using lightweight compaction equipment that will not disrupt the stability or batter of the wall. Hand-operated plate compaction equipment shall be used around the block and within 3 feet of the wall to achieve consolidation. Compact backfill to 95% of standard proctor (ASTM D 698, AASHTO T-99) density within 2% of its optimum moisture content.

Install each subsequent course in like manner. Repeat procedure to the extent of wall height.

Allowable construction tolerance at the wall face is 2 degrees vertically and 1 inch in 10 feet horizontally.

SRW units placed in contact with the ground or covered by standing water shall have face discoloration removed by means of a chemical wash. SRW units shall be stored to minimize contact with the ground or being covered by standing water.

Ground reinforcement shall be placed normal to the face of the wall, unless otherwise shown on the plans and shall be constructed in accordance with 304. Backfill shall be compacted in accordance with Part 3.5.

All walls shall be installed in accordance with the KYTC Standard Specifications for Road and Bridge Construc-

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

tion, and where applicable, the local building codes and requirements.

3.5 Backfill Placement

Backfill placement shall closely follow erection of each course of SRW units with or without ground reinforcement. Backfill shall be placed so as to avoid damage or disturbance to the wall materials or misalignment of the SRW units. Wall materials that become damaged or disturbed during backfill placement shall be removed and replaced or corrected as directed. All misalignment or distortion of the SRW units due to placement of backfill outside the limits described herein shall be corrected as directed.

The work shall also include backfilling beyond the theoretical length of the ground reinforcement in accordance with the details shown on the plans and the disposal of surplus of unsuitable excavated materials as permitted.

Structure granular backfill shall be compacted to 95% of the maximum dry density in accordance with AASHTO T 99. Compaction equipment shall be in accordance with 403. Density of the compacted aggregate will be determined in accordance with 302. If coarse aggregate No. 8 backfill material is used, compaction shall consist of 4 passes with a vibratory roller, and 1 pass with the same roller in static mode. A vibratory roller shall be equipped with a variable amplitude system, a speed control device, and have a minimum vibration frequency of 1000 vibrations per min. A roller in accordance with 403 may be used. All displacement or rutting of the aggregate shall be repaired prior to placing subsequent material.

The maximum loose lift thickness shall not exceed 8 in. (200 mm) except that lifts 3 ft (0.9 m) from the wall or closer shall not exceed 5 in. (125 mm) in loose thickness. This lift thickness shall be decreased if necessary, to obtain the specified density.

Compaction within 3 ft (0.9 m) of the back face of the SRW units shall be achieved by means of a minimum of 5 passes with a lightweight mechanical tamper, roller, or vibratory system.

At the end of each day's operation, the last level of backfill shall be sloped away from the SRW units. In addition, surface runoff from adjacent areas shall not be permitted to enter the wall construction site.

Cutting or altering of the basic structural section of the ground reinforcing at the site will be prohibited, unless the cutting is preplanned and detailed on the approved design drawings. Cutting shall only be considered if adequate additional ground reinforcement is provided to produce the required ground reinforcement strength shown in the approved calculations.

3.6 Method of Measurement

There will be no measurement for any quantities associated with segmental retaining wall units. In the event of either additional work or deletions from the Contract Lump Sum bid, quantities will be measured as follows: segmental retaining wall units with or without ground reinforcement will be measured by the square yard (square meter) of wall surface area; erection of segmental retaining wall units will be measured by the square yard (square meter) of wall surface area; structure excavation common and structure excavation solid rock will be measured by the cubic yard (cubic meter) in accordance with 603.04 to the neat lines shown on the plans; and structure granular backfill and unsuitable foundation materials, if found, will be measured by the cubic yard (cubic meters) in accordance with Special Provision 69 – *Embankment at Bridge End Bent Structures*.

The measurement, included in the Contract Lump Sum bid, for concrete segmental retaining wall units and wall erection will be based on the neat line limits of the wall envelope shown on the plans and not that of the wall system supplier. The wall envelope limits will be considered to be the vertical distance from the top of the leveling pad to the top of the wall, and the horizontal distance from the beginning to the end of the leveling pad.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

Clearing and grubbing, compacted aggregate No. 53, and compacted aggregate No. 8 will not be measured. Geotextile materials, if used in accordance with Part 2.1, will not be measured.

3.7 Basis of Payment

All quantities associated with segmental retaining walls will not be paid for separately but will be considered incidental to the Contract Lump Sum bid. In the event of either additional work or deletions from the Contract Lump Sum bid, quantities will be paid for or reimbursed as follows: segmental retaining wall units with or without ground reinforcement at the contract unit price per square yard (square meter) of wall surface area; erection of segmental retaining wall units by the square yard (square meter) of wall surface area; structure excavation common and structure excavation solid rock at the contract unit price per cubic yard (cubic meter) in accordance with 603.05 to the neat lines shown on the plans; and structure granular backfill and unsuitable foundation materials, if found, at the contract unit price per cubic yard (cubic meter) in accordance with Special Provision 69 – *Embankment at Bridge End Bent Structures*.

Payment by or reimbursement to 21st Century Parks, Inc. will be made under:

Pay Item	Pay Unit Symbol
Segmental Retaining Wall.....	SYS (m2)
Segmental Retaining Wall with Ground Reinforcement	SYS (m2)
Segmental Retaining Wall Erection	SYS (m2)
Structure Granular Backfill	CYS (m3)

The cost of aggregate and geotechnical testing shall be included in the Contract Lump Sum bid.

The cost of segmental retaining wall units including ground reinforcing, fasteners, repair or replacement of units damaged or removed due to backfill placement, and incidentals shall be included in the Contract Lump Sum bid.

The cost of all labor and materials required to prepare the wall foundation, place the ground reinforcing, and erect the segmental retaining wall units shall be included in the Contract Lump Sum bid.

The cost of performing the laboratory tests by an approved geotechnical laboratory for structural granular backfill shall be included in the Contract Lump Sum bid.

The cost of all labor and materials for geotextile materials shall be included in the Contract Lump Sum bid.

The cost of cutting or altering the ground reinforcing at the site shall be included in the Contract Lump Sum bid.

The cost of all segmental retaining wall materials including segmental retaining wall units, compressive strength retesting if required, and incidentals shall be included in the Contract Lump Sum bid.

The cost of clearing and grubbing, compacted aggregate No. 53, compacted aggregate No. 8, ground reinforcement, or replacement materials damaged during backfill placement if required, shall be included in the Contract Lump Sum bid.

The cost of retesting or replacing failed segmental retaining wall units will be included in the Contract Lump Sum bid.

END OF SECTION 323223

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 329200 – HERBACEOUS SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Herbaceous Seeding, including furnishing and installing all herbaceous seed for the Planting Zones as specified in the Contract Documents, or as directed by the Owner's Representative.
- B. Related Sections:
 - 1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 31 Section "Earthwork" for excavation, filling and backfilling, and rough grading.
 - 3. Division 32 Section "Erosion prevention and sediment control".
 - 4. Division 32 Section "Native Exterior Plants around Bridges".
 - 5. Division 32 Section "Live Branch Layering with Soil Lifts".
 - 6. Division 32Section "Buried Soil Riprap".
 - 7. Division 32 Section "Coir Fiber Matting".

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1.4 SUBMITTALS

- A. Certification of Native Seed: From seed vendor stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- B. Qualification Data: For qualified landscape Installer.
- C. Material Test Reports: For existing surface soil and imported topsoil.
- D. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of native seeding during a calendar year. Submit before expiration of required initial maintenance periods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn and meadow establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
 - 1. Report suitability of topsoil for plant growth.
- D. Preinstallation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.7 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during the following period. Coordinate planting period with initial maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: March 15 – June 15.
 - 2. Fall Planting: September 15 – November 15.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit. Air temperature shall not be below 32 degrees Fahrenheit and soil shall not be frozen.

1.8 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Herbaceous Seeding: One year.
 - 3. The Contractor shall maintain a minimum 85% aerial coverage of herbaceous seeding for the warranty period. This shall include necessary care and replacement to achieve the required coverage. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

1.9 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable cover is established, but for not less than the following periods:
 - 1. Herbaceous Seeding: 1 year from date of Substantial Completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if seeding is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 SEED

- A. Herbaceous Seed:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Herbaceous Seed shall consist of seed varieties specified in the composition and planting schedules for all Zones.
2. Seed shall be certified that the Pure Live Seed (PLS) percentage is equal to or greater than that which is specified on the Plant Schedules. If the PLS is less than specified, the Contractor shall increase the seeding rate to compensate for the PLS difference at his/her own expense.
3. All seed and seed varieties shall be free from State and Federal prohibited noxious weed seeds.

2.2 TOPSOIL

- A. Topsoil: Topsoil shall be salvaged from on site or, if not available, shall have properties similar to native topsoil. General parameters are as follows: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent organic material content; shall be natural, surface soil in a friable condition and containing less than 3% subsoil. The topsoil shall be free of hardpan material, stones and clods larger than ½ inch in diameter, sticks, tree or shrub roots, debris, toxic substances (ie. residual herbicides) and other material detrimental plant growth. The area and the topsoil shall be free of plant or plant parts of undesirable plants such as, but not limited to, Bermuda Grass, nut sedge, mugwort, Johnson grass, quack grass, Canada thistle or noxious weeds as set forth by the State or in the Federal Seed Act.
- B. Before delivery the contractor shall notify the Owner's Representative of location of all sources of the topsoil and furnish the Owner's Representative a certified report from the agricultural experiment station or approved agricultural laboratory of an analysis performed not more than 60 days prior to the date of submission. The topsoil shall be certified to meet the following requirements:
 1. Shall be a natural, original surface soil of a sandy loam texture similar to native soils on site.
 2. Shall have at least 2%, but no more than 6% organic matter.
 3. Soil pH shall be 5.5 to 7 inclusive unless otherwise specified.
 4. Soil salinity by electrical conductivity measurement shall not exceed 600 parts per million (ppm) as determined by Black, Editor "Method of Soil Analysis", Part 2, published by the American Society of Agronomy, 1965.
 5. The soil nutrient level shall be between 70-265 lbs/acre of magnesium, 65-205 lbs/acre of phosphorous (P₂O₅), and 85-320 lbs/acre of potassium (K₂O).
- C. Topsoil which has been synthesized by blending materials which individually do not meet the requirements of this specification will not be accepted even though the resulting blend meets the organic matter, mechanical analysis, Ph and soluble salts requirements.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- D. Topsoil shall be approved by the Owner’s Representative before mixing. The Owner reserves the right to inspect and sample all topsoil before mixing. These inspections will be made without cost to the Contractor.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites that is similar to on-site topsoil.

2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: Limestone shall not be applied to any areas receiving herbaceous seeding.

2.4 FERTILIZER

- A. Herbaceous seeding areas shall not be fertilized.

2.5 COIR FIBER MATTING

- A. Coir Fiber Matting shall be used in accordance with Section “Coir Fiber Matting”.

2.6 WATER

- A. Water used in the establishment or caring of plants and seed shall be free from any substance that is injurious to plant life.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive herbaceous seeding for compliance with requirements and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect grade stakes set by others until directed to remove them.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 SOIL PREPARATION

- A. Limit subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades except Joint Planting Areas: In all planting zones except Joint Planting, loosen subgrade to a minimum depth of 6 inches (150 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Thoroughly blend planting soil mix off-site before spreading or spread topsoil.
 - 2. Spread planting soil mix to a minimum depth of 6 inches (150 mm) but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Spread approximately 1/2 the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil mix.
- C. Joint Planting Areas: Follow Section "Buried Soil Riprap". Spread planting soil mix to a minimum depth of 8 inches but not less than required to meet finish grades after light rolling or natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, restore areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. All seeding equipment shall be calibrated before application to the satisfaction of the Owner's Representative so that the material is applied accurately and evenly to avoid misses and overlaps. Seed installed by a broadcast spreader shall be capable of placing seed at the specified rate.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seeds in accordance with the planting plans and schedules. The herbaceous plant seed mix is specified on the composition and planting schedules. Areas not disturbed shall not be seeded.
- C. Seed shall be applied within the top ¼ inch of the soil. The Contractor shall maximize the seed/soil contact by firming soil around the seed with a cultipacker, other similar equipment, or by dragging the surface with chain link fence.
- D. Immediately after seeding, the site shall be watered lightly but thoroughly so that the top 4 inches of soil is saturated
- E. Protect seeded areas by spreading coir fiber matting after seeds have been sowed in accordance with Section “Coir Fiber Matting”.
- F. Apply mulch within 24 hours after completing seeding operations.

3.5 HERBACEOUS SEEDING MAINTENANCE

- A. Maintain and establish seeded areas by watering, weeding, trimming, replanting, and other operations. Roll, regrade, and reseed bare or eroded areas and recover with matting to produce a uniformly smooth surface. Provide materials and installation the same as those used in the original installation.
 1. In areas where matting has been disturbed by wind or construction or maintenance operations, add new matting and anchor as required to prevent displacement.
- B. Watering: Provide temporary watering equipment to convey water from watering trucks and to keep grass uniformly moist to a depth of 4 inches (100 mm).
 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Provide watering to avoid walking over muddy or newly planted areas.
 2. Water with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.
- C. Weed Control: Contractor shall be responsible for eradicating weeds from herbaceous seeding areas for 6 weeks after planting.

3.6 SATISFACTORY HERBACEOUS GROWTH

- A. Herbaceous seed installations shall meet the following criteria as determined by Owner’s Representative:
 1. Satisfactory Seeded Areas: At end of maintenance period, a healthy, uniform, close stand of rye species has been established, free of weeds and surface irregularities.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- B. Use specified materials to reestablish areas that do not comply with requirements and continue maintenance until coverage is satisfactory.

3.7 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris, created by grass work, from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after cover is established.
- C. Remove nondegradable erosion-control measures after establishment period.

END OF SECTION 329200

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

SECTION 329210 - EROSION PREVENTION AND SEDIMENT CONTROL

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS:
- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section

B. Chapter 12 – Erosion Prevention and Sediment Control - of the Louisville and Jefferson County Metropolitan Sewer District (MSD) Design Manual, latest edition.

C. Section 2 – Site Preparation, Erosion Prevention and Sediment Control – of the Louisville and Jefferson County Metropolitan Sewer District (MSD) Standard Specifications, latest edition.

D. Louisville and Jefferson County Metropolitan Sewer District (MSD) Standard Drawings, latest edition.
- 1.2 SUMMARY
- A. This Section includes the following:

1. Erosion prevention measures.

2. Sediment control measures.

B. Related Sections include the following:

1. Division 31 Section "Earthwork" for earthwork construction measures.

2. Division 32 Section "Landscape Work" for finish grading including placing and preparing topsoil for planting and seeding materials.
- 1.3 DESCRIPTION OF WORK:
- A. Erosion prevention and sediment control:

1. Temporary Soil Stabilization: This Work shall consist of seedbed preparation, furnishing and placing seed, mulch, netting and staples, erosion control blankets, and caring for such areas until acceptance. The Contractor shall remove the netting and staples, 30 to 45 days after installation, or after the grass has become established.

2. Temporary soil stabilization shall be used in the following circumstances:

a. In non-paved areas, rough grading and permanent soil stabilization or temporary soil stabilization shall be maintained. In no case shall the time between completion of

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- construction activities and the completion of permanent or temporary stabilization exceed 14 calendar days.
 - b. Where construction operations are temporarily suspended for 14 days or longer and permanent soil stabilization is not practical.
 - c. When an immediate cover would be desirable to minimize erosion, siltation, or pollution of any area.
3. Sediment Control: This Work shall consist of the temporary sediment control measures to be performed during the life of the Project to control water pollution caused by erosion of exposed soil. Sediment control facilities shall be properly installed and maintained per the details and the Erosion Prevention and Sediment Control Plan. Controls found to be inadequate must be altered to maintain sediment control.

PART 2 - PRODUCTS

- 2.1 Per MSD Design Manual and Standard Specifications and Best Management Practices.
- A. Topsoil: Topsoil shall meet the requirements set forth in Earthwork Specification.
 - B. Temporary Seed: Seed used for temporary seeding may be accepted on the basis of purity and germination values shown on the seed bag. The Work of temporary seeding of erosive earth areas shall be done promptly at the locations and times directed. 100% annual rye shall be used for temporary seeding.
 - C. Straw Mulch.
 - D. Silt Fence.
 - E. Bags Filled with Stone.
 - F. Stone Check Dams.
 - G. Stabilized Construction Entrance.

PART 3 - EXECUTION

3.1 EROSION PREVENTION

- A. Temporary Soil Stabilization:
 - 1. Preparing the Seed Bed: Areas to be temporarily seeded shall require the preparation of a seedbed only when the soil surface is desiccated, is non-uniform, or contains clods or large stones. Disturbance of the soil surface by whatever means that is practicable, such as disking, to create a 2 inch thick loose and roughened condition capable of

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

retaining the seed and mulch will be required when the soil surface is desiccated or non-uniform. Clods and stones larger than 1/2-inch shall be removed. The preparation of a seedbed will not be required when the soil surface is in an acceptable condition from the normal grading operations.

- 2. Seeding: Temporary seeding shall be permitted only during the periods indicated in the table below. In order to stabilize erodible areas with vegetation through the winter, temporary seeding must be completed no later than October 31. Working the soil to cover the seed will not be required. Temporary seeding shall be sown at the appropriate rate of 3 pounds per 1000 per square feet.

<u>Work Item</u>	<u>Accepted Work Interval</u>
Temporary Seeding with Annual Rye	March 1 through November 1
Temporary Seeding with Winter Wheat or Rye Grain	September 1 through November 1

- B. Protection: All seeded areas shall be promptly protected with straw mulch or wood cellulose fiber mulch. The materials shall be uniformly applied and anchored to the seeded areas.
- C. Install Erosion Control Blanket (ECB) on the fill and cut slopes at locations shown on the drawings. These slopes shall be finished graded, seeded and ECB installed as soon as possible after construction has started.
- D. Dormant Season Stabilization: Areas requiring temporary stabilization during the period of November through February, when seeding is not permitted, shall receive only an application of straw mulch field held in place by crimping or netting. The approximate rate of application of the straw mulch shall be 3 tons per acre.

3.2 SEDIMENT CONTROL

- A. General: The Contractor shall exercise every reasonable precaution at all times to prevent water pollution by the deposition of sediment in streams, ditches, and storm sewers. He shall conduct and schedule his operations so as to avoid or minimize the muddying or siltation of areas adjacent to the construction site including streets, storm sewers, etc. The Contractor shall comply with the applicable provisions of KRS Chapters 220 and 224 of the State Water Pollution Control Laws and other applicable statutes relating to the prevention or abatement of water pollution.
- B. Silt Fence: Where called for on the Erosion Prevention and Sediment Control Plan or the Project Plans and Specifications, silt fence shall be installed, inspected, maintained, and removed in accordance with the requirements.
 - 1. Installation: Silt Fence shall be installed at the locations shown on the Erosion Prevention and Sediment Control Plan prior to the start of construction on areas that drain to the fence location.
 - 2. Inspection and Maintenance: Silt fence shall be inspected and maintained.
 - 3. Removal. Silt fences temporarily removed to facilitate construction activities shall be replaced immediately following completion of such activity.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- C. Stone Bag Inlet Protection for Drop Inlets: Stone bag inlet protection for drop inlets shall be constructed in accordance with the Details.
 - 1. Installation: Stone Bag inlet protection shall be installed at the locations shown on the Erosion Prevention and Sediment Control Plan prior to the start of construction activities on areas that drain to the inlet, or immediately following the time at which a new inlet can receive runoff from a disturbed area.
 - 2. Inspection and Maintenance: Stone bag inlet protection shall be inspected and maintained after each rainfall and once a week.
 - 3. Removal: Remove stone bag inlet protection after grass has reached a length of three inches. Inlet protection temporarily removed to facilitate construction activities shall be replaced immediately following completion of such activity.
- D. Stone Bag Check Dam in Small Ditch: Stone bag check dams shall be constructed in accordance with the Details.
 - 1. Installation: Stone bag check dams shall be installed at the locations shown on the Erosion Prevention and Sediment Control Plan as the small ditches are constructed.
 - 2. Inspection and Maintenance: Stone bag check dams shall be inspected and maintained after each rainfall and once a week.
 - 3. Removal: Remove stone bag check dam after grass has been fully established in the ditches. Stone bags temporarily removed to facilitate construction activities shall be replaced immediately following completion of such activity.
- E. Rock Ditch Check: Rock ditch checks shall be constructed in accordance with the Details.
 - 1. Installation: Rock ditch checks shall be installed at the locations shown on the Erosion Prevention and Sediment Control Plan in existing ditches or as the ditches are constructed.
 - 2. Inspection and Maintenance: Rock ditch checks shall be inspected and maintained after each rainfall and once a week.
 - 3. Removal: Remove rock ditch checks after grass has been fully established in the ditches. Rock ditch checks temporarily removed to facilitate construction activities shall be replaced immediately following completion of such activity.
- F. Winged & Straight Headwall Inlet Protection: Winged & straight headwall inlet protection for headwalls shall be constructed in accordance with the Details.
 - 1. Installation: Winged & straight headwall inlet protection shall be installed at the locations shown on the Erosion Prevention and Sediment Control Plan prior to the start of construction activities on existing headwalls and right after new headwalls are constructed.
 - 2. Inspection and Maintenance: Winged & straight headwall inlet protection shall be inspected and maintained after each rainfall and once a week.
 - 3. Removal: Remove winged & straight headwall inlet protection after grass has reached a length of three inches. Headwall inlet protection temporarily removed to facilitate construction activities shall be replaced immediately following completion of such activity.

**THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH**

- G. Stabilized Construction Entrance shall be constructed in accordance with the Details.
1. Installation: The entrances shall be installed at the locations shown on the Erosion Prevention and Sediment Control Plan prior to the start of any construction. The contractor shall obtain approval from MSD's inspector prior to installing the entrance at a different location.
 2. Inspection and Maintenance: The entrance shall be maintained.
 3. Removal: Should the entrance be temporarily removed to facilitate construction activities, it shall be replaced immediately following completion of such activity.

END OF SECTION 329210

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 329300 – NATIVE EXTERIOR PLANTS AROUND BRIDGES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Trees.
 - 2. Shrubs.
- B. Related Sections:
 - 1. Division 31 Section "Site Clearing" for protection of existing trees and plantings, topsoil stripping and stockpiling, and site clearing.
 - 2. Division 31 Section "Earthwork" for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.
 - 3. Division 32 Section "Coir Fiber Matting" for matting.
 - 4. Division 32 Section "Permanent Native Seeding" for seeding.
 - 5. Division 32 Section "Buried Soil Riprap" for joint planting.

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of exterior plant required.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- E. Multi-Stem: Where three or more main stems arise from the ground from a single root crown or at a point right above the root crown.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- F. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- G. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For qualified landscape Installer.
- C. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- D. Material Test Reports: For existing surface soil and imported topsoil.
- E. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods.
- G. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Report suitability of topsoil for plant growth.
 - D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
 - E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above the ground for trees up to 4-inch caliper size, and 12 inches above the ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
 - F. Observation: Owner's Representative may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Owner's Representative retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site. Owner's Representative shall inspect and approve the biodegradable tree shelters.
 - G. Preinstallation Conference: Conduct conference at Project site.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. Deliver exterior plants freshly dug.
 - B. Do not prune trees and shrubs before delivery except as approved by Owner's Representative. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
 - C. Handle planting stock by root ball.
 - D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.
 1. Do not remove container-grown stock from containers before time of planting.
 2. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.
- 1.7 PROJECT CONDITIONS
- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 1. Spring Planting: March 15 - May 30.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

2. Fall Planting: September 15 – November 30.

- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed according to manufacturer's written instructions and warranty requirements.
- C. Coordination with Permanent Native Seeding: Plant trees and shrubs after finish grades are established and after seeding and matting unless otherwise acceptable to Owner's Representative. When planting trees and shrubs, promptly repair damage to seeded and matted areas caused by planting operations.

1.8 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Trees and Shrubs: One year.
 - 3. Include the following remedial actions as a minimum:
 - a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 - b. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each exterior plant will be required except for losses or replacements due to failure to comply with requirements.
 - d. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

1.9 MAINTENANCE SERVICE

- A. Initial Maintenance Service for Trees and Shrubs: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1. Maintenance Period: 1 year after completion, final inspection and approval of the planting.
- B. Remove all tags, labels, strings and wire from the plant materials, unless otherwise directed by the Owner's Representative.
- C. It will be the Contractor's responsibility to supply water if there is none available on the site. Any costs associated with supplying water shall be the responsibility of the Contractor.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Provide trees and shrubs of sizes, grades, and container sizes complying with ANSI Z60.1 for types and form of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Owner's Representative, with a proportionate increase in size of roots or balls.
- C. All plant material shall conform to the current issue of the American Standard for Nursery Stock published by the American Association of Nurserymen.
- D. Plant materials must be selected from certified nurseries that have been inspected by state and/or federal agencies. Nursery inspection certificates shall be furnished to the Owner's Representative upon request.
- E. The nursery supply source shall certify that the origin of the seeds from which the trees and shrubs were produced is from USDA Hardiness Zone 6, east of the Mississippi River.
- F. Plant material collected from the wild is prohibited.
- G. Container grown stock shall have been grown in a container long enough for the root system to have developed sufficiently to hold its soil. Roots shall visibly extend to the inside face of the growing container. All container grown plants shall be grouped and kept moist until they are planted.
- H. The Owner's Representative may reject plants damaged in handling or transportation.
- I. No plants shall be installed unless the Owner's Representative approves both the condition of the plantings and the process of installation.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2.2 SUBSTITUTE PLANT MATERIAL

- A. Prior to NOTICE-TO-PROCEED, the Owner's Representative must approve all plant substitutions.
- B. If a substitute is selected, it must be native to the Kentucky Outer Bluegrass Region and of the same size, value, and quality as the original plant.

2.3 WATER

Water used in the establishment or caring of plants and seed shall be free from any substance that is injurious to plant life.

2.4 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

2.5 FERTILIZER

- A. Plant fertilizer is to be applied only to containerized plants. The Contractor shall use organic fertilizers in lieu of petroleum based fertilizers. Suitable products that are commercially available are marketed and certified as 'organic' or 'natural' fertilizers. Organic materials shall include such items as; sea grasses/kelp, rock powder, bone meal, whey, bean meal, blood meal, composted manure, etc. Product nutrient content shall be identified in the standard form of Nitrogen (N), Phosphorous (P) and Potassium (K) ratios. Fertilizer nutrient content shall be 5-10-10 based on soil nutrient requirements derived from site soil tests. The application rate should be 400 lbs. per acre. Any proposed substitution to this nutrient content must be approved by the Owner's Representative.

2.6 MYCORRHIZAL FUNGI

- A. Mycorrhizal fungi applied to trees and shrubs shall consist of live spores of both endo- and ectomycorrhizal fungi.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2.7 MULCH

- A. Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of shredded hardwood or shredded bark [Wood and bark chips].

2.8 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the soil amendments as directed by the Owner's Representative to produce satisfactory planting soil based on tests of imported and existing soils.

2.9 BIODEGRADABLE TREE SHELTERS

- A. Tree shelters installed to protect trees and shrubs from herbivory shall be constructed of 100% biodegradable wood or fiber materials such as BioBark™ or similar and shall be 36 inches tall.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. For Joint Planting areas (Planting Zone 3), install 18-inch diameter builders tubes with soil riprap at all tree and shrub locations in accordance to Section "Buried Soil Riprap" to maintain an 18-inch-deep hole for planting in buried soil riprap.
- D. Seed planting area and cover with coir fiber matting.
- E. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Owner's Representative's acceptance of layout before planting. Make minor adjustments as required.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

3.3 INSTALLATION

- A. All areas disturbed by construction shall be planted in accordance with the composition and planting schedules for each designated planting zone. Areas within designated planting zones not disturbed by construction shall be supplemented with trees and shrubs to meet the acre quantities specified in the composition schedule.
- B. The Contractor shall refer to the planting plan and plant schedule on the plans for specific spacing requirements.
- C. In the plant schedule, the Contractor shall use the overall spacing figure to determine the spacing between each species of vegetation. The Contractor shall use the individual spacing figure to determine the spacing between each plant of the same species.
- D. Immediately after site preparation, seeding, matting, and approval, trees and shrubs shall be planted.
- E. Root stock of the plant material shall be kept moist during transport, from the source, to the job site and until planted.
- F. The Contractor may be required to flag and label individual planting pits at specific locations. Upon planting a typical area within each planting zone, the Contractor shall have the Owner's Representative inspect and approve plant spacing and planting techniques before proceeding.
- G. Coir fiber matting shall be cut to accommodate plantings.
- H. All planting pits shall be dug by hand or, in the case of joint planting, shall occur in the holes maintained by the cylindrical builders tube. Prior to planting, remove the builders tube. Walls of planting pits shall be dug so that they are vertical, or sloping outward in heavy soils. Scarify the walls of the pit after digging.
- I. Planting pit shall be 1.5 times the width of the root mass.
- J. The planting pit shall be deep enough to allow the first lateral root of the root mass to be flush with the final grade.
- K. Remove all non-organic debris from the pit and tamp loose soil in the bottom of the pit by hand.
- L. Remove the plant from the container either by cutting or inverting the container.
- M. Do not handle the plant by the branches, leaves, trunk or stem.
- N. Place the plant straight in the center of the planting pit, carrying the plant by the root mass. Never lift or carry a plant by the trunk or branches.
- O. Place 4 ounces of fertilizer in each plant pit for up to 1 gallon size containers, 6 ounces for up to 3 gallon container size and place 8 ounces for up to a 5 gallon container size. Place the fertilizer in the planting pit completely surrounding the plant ball prior to backfilling.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- P. Mix a minimum of 500 spores of endomycorrhizal fungi and 30 million spores of ectomycorrhizal fungi to each cubic foot of backfill for trees and shrub planting.
- Q. Backfill planting pit with existing soil and hand tamp as pit is being backfilled to completely fill all voids and air pockets. Do not over compact soil. Make sure plant remains straight during backfilling/tamping procedure.
- R. Do not cover the top of the root mass with soil.
- S. An 18 inch diameter area of mulch shall be placed around each plant. Mulch shall be 2-3 inches thick. Mulch shall NOT be placed directly against the stem of the plant.
- T. Water plant thoroughly immediately after planting, unless otherwise directed by the Builder's Representative.
- U. The Contractor shall leave no open planting pits at the close of each day.

3.4 TREE AND SHRUB PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.

3.5 PLANT MAINTENANCE

- A. Tree and Shrub Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, adjusting and repairing, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings.

3.6 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. During installation of trees and shrubs, all areas shall be kept neat, clean and free of all trash and debris, and all reasonable precautions shall be taken to avoid damage to existing plants, turf, structures, and private property.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

END OF SECTION 329300

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 329400 – LIVE BRANCH LAYERING WITH SOIL LIFTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes harvesting, transporting, installing and maintaining live branch layering materials, the excavation and disposal of debris-laden material, and the installation of soil lifts using coir fiber matting to the grades specified in the Contract Documents, or as directed by the Owner's Representative.
- B. Related Sections:
 - 1. Division 32 Section "Coir Fiber Matting" for description and installation of coir fiber matting.
 - 2. Division 32 Section "Permanent Native Seeding" for description and installation of native seed.
 - 3. Division 32 Section "Rock Toe Protection".

1.3 SUBMITTALS

- A. Harvesting Sites: The Contractor shall notify the Owner's Representative 72 hours prior to harvesting for review and approval of all harvesting sites.

1.4 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including erosion of soil lifts.
 - 2. Warranty Periods from Date of Substantial Completion:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- a. Live Branch Layering: One year.
- 3. Include the following remedial actions as a minimum:
 - a. Appropriate remedial actions will be determined by the Owner's Representative based on the condition of the live branch layering and stream banks. Such actions may include installing additional live branches or other material
 - b. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

PART 2 - PRODUCTS

2.1 Live Branch Cuttings

- A. Live branch cuttings shall be approximately one ½ inch in diameter.
- B. Cuttings shall be long enough to reach the back of the bench and extend a minimum of 1.0 foot and maximum of 1.5 feet from the rebuilt slope face (approximately 4 to 5 feet total length). Side branches and bark shall remain intact prior to installation.
- C. Live branch cuttings shall consist of the species shown in the planting schedule for Zone 2 - Live Branch Layering in the contract documents.

2.2 Soil Lifts

- A. Soil material for the soil lifts shall consist of soil excavated from within the construction limits that meets the specifications for topsoil as described in the Contract Documents. Fill material shall be compacted to 0.75 Proctor density.

PART 3 - EXECUTION

3.1 General

- A. All materials and construction techniques shall be inspected and approved by the Owner's Representative prior to installation.

3.2 Harvesting

- A. The source of all live cuttings shall be located on-site or within 25 miles of the project site. The Contractor shall locate, flag, and code the live cutting sites. Upon approval by the Owner's Representative, the Contractor shall be responsible for harvesting and transporting the cuttings to the job site.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3.3 Live Material Preparation

- A. All cuts shall be smooth and the cut surface kept small. The use of large pruning shears or power saws may be required.
- B. The live materials should be transported to the construction site within 8 hours of harvesting and then cut to size, as specified above and on the details.
- C. Live materials not installed within 8 hours of harvesting, shall be protected against drying out and overheating. Protection against drying out shall be accomplished by keeping the material: covered, transported in unheated vehicles, moistened and/or kept in soak pits. Storage of live materials shall include continuous shade by covering with evergreen branches or plastic sheeting. Proper storage shall also include sheltering live plant material from the wind and protection from drying by being heeled into moist soils and/or sprayed with anti-transpirant chemicals. Where water is available, live branch cuttings shall be sprayed or immersed.
- D. Warm water stimulates growth and should be used only upon the approval of the Owner's Representative. Any costs associated with such storage are incidental to the overall unit costs.
- E. Live materials shall be installed the same day that the cuttings are harvested. If installation of live materials cannot be accomplished on the same day and storage is required, live materials shall be stored for a period no longer than 2 days. Any storage of live materials must be approved by the Owner's Representative prior to storing.

3.4 Live Branch Layering Installation

- A. Stream banks with live branch layering shall have a slope flatter than 1:1. Grade back steeper banks to a slope less than 1:1.
- B. The bottom branch layer shall begin at the top face of the bottom row of variegated limestone block, which corresponds to 1.0 to 1.5 feet above the top of the rock toe protection. Branch layer locations shall correspond with the top face of each row of variegated limestone block not including the top row. The branch layers shall have a maximum vertical spacing of 3 feet, which equals the height of each row of variegated limestone block.
- C. Benches shall be constructed a maximum of 3.5 feet deep into the bank.
- D. Benches shall be excavated with a 15 degree angle from horizontal sloping downward from front to back. The surface of the bench shall be sloped so that the outside edge is higher than the back edge.
- E. Coir fiber matting shall be placed from behind the rock toe protection up to the first layer of live branch layering and continuing into the back of the first bench. The coir fiber matting behind the rock toe shall be keyed into the slope a minimum of 1 foot and shall be installed in accordance with Section "Coir Fiber Matting"
- F. Apply herbaceous seed prior to installing coir fiber matting according to Section "Herbaceous Seed".

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- G. Place a 3 inch layer (a minimum of 16 branches per linear foot) of live branch cuttings on the bench, horizontal to the slope face. Place the branches in a crisscross configuration with the growing tips of the live material oriented toward the outside of the bench. Some of the basal ends of the branches shall touch the back of the bench.
- H. Branch tips shall extend a minimum of 1 foot beyond the edge of the bench.
- I. Once the branches are in place, topsoil shall be backfilled on top of the branches and compacted such that soil completely fills all voids between all the branches. If necessary, the backfill should be saturated with water to ensure maximum soil to branch contact.
- J. After backfilling branches, coir fiber matting shall be placed from the back of the bench to extend to the bank and up to the back of the next bench and backfilled to meet the proposed grade. Place seed on the final grade prior to covering with coir fiber matting.
- K. Continue this process until the specified number of live branch layers has been installed. Subsequent layers of live branch layering shall be placed at the elevation of the top face of the next row of variegated limestone block not including the top row, a maximum of 3 feet above the previous layer with coir fiber matting placed on the bank between the two layers and into the back of the trenches. The last layer shall have a minimum of 1 foot of soil on top of the branches and the topmost end of coir fiber matting shall be keyed into the ground a minimum of 1 foot. Seed final grade before installing coir fiber matting.

3.5 Clean-up

- A. During installation of live branch layering with soil lifts, all areas shall be kept neat, clean and free of all trash and debris, and all reasonable precautions shall be taken to avoid damage to existing plants, turf, structures, and private property. Clean fill material shall be brought in for the creation of soil lifts.
- B. The Contractor shall be responsible for off-site removal and disposal of all trash, excess backfill and any materials incidental to the project and disposing of them off-site.

3.6 Site Inspection

- A. The Owner's Representative shall make a final inspection with the Contractor to ensure all branch layers and soil lifts have been installed according to the Contract Documents.
- B. The Contractor shall be responsible for correcting all deficiencies within 10 calendar days of the inspection.
- C. A final inspection of the corrected actions shall be performed by the Owner's Representative and the Contractor prior to final completion.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

3.7 Maintenance

- A. Live branch layers shall be maintained and monitored for 1 year after the final inspection and approval of the installation.
- B. The Contractor shall perform the following maintenance activities:
 - 1. Replace all diseased and dead vegetation caused by factors other than stream erosion.
 - 2. Keep vegetation cleared of debris following storm events.
 - 3. Prune all dead wood and vegetation as needed.
- C. It will be the Contractor's responsibility to supply water if there is none available on the site. Any costs associated with supplying water shall be the responsibility of the Contractor and shall be included in the unit cost of the live branch layering installation.

END OF SECTION 329400

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 329401 – ROCK TOE PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. KYTC Standard Specifications for Road and Bridge Construction – Geotextile Fabric, Type 1 – Section 214.

1.2 SUMMARY

- A. Section Includes furnishing, transporting, installing and maintaining rock toe protection within the stream channel, as specified on the Contract Documents or as directed by the Owner's Representative.
- B. Related Sections:
 - 1. Division 32 Section "Live Branch Layering with Soil Lifts".

1.3 SUBMITTALS

- A. Product Certificates: From the quarry, verifying the following:
 - 1. Rock Classification.
 - 2. Weight per Cubic Foot.
 - 3. Weight of Rock Being Supplied.
 - 4. Rock quality meeting all specifications.
- B. Material Approval: Samples shall be submitted to the Owner's Representative for approval prior to its use in the project. Any unsuitable material shall be removed at the Contractor's expense.

PART 2 - PRODUCTS

2.1 Rock

- A. Rock shall consist of angular flat rock of appropriate color (e.g., green/gray, brown/gray, dark gray, and/or dark brown in color) obtained from an approved source. Rock shall not be harvested from streams or rivers outside a commercial quarry operation. All rock shall be free from laminations, weak cleavages and shall not disintegrate from the action of air, salt water

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

and in handling and placing. Granular sedimentary rock shall generally be unacceptable. Concrete shall not be considered as an alternative for rock. White rock is not acceptable.

- B. The dimensions of the rock shall be a minimum of 4 feet and maximum of 5 feet along the long (a) axis, a minimum of 2.5 feet and maximum of 3.5 feet along the median (b) axis, a minimum of 1.5 foot and a maximum of 2.0 feet along the short (c) axis.
- C. The rock shall have a minimum unit weight of 160 lbs. per cubic foot.
- D. The Contractor shall locate potential sources for rocks. The Contractor and the Owner's Representative will jointly visit the sites to determine whether the rock meets the specified requirements.
- E. Rock may come from the limits of grading of this Contract, provided that it meets the specified requirements and is within the limits of grading.
- F. The Contractor shall not be granted an extension of time or extra compensation due to delay caused by sampling, testing, approval or disapproval of rock protection material under the requirements of these Specifications.

2.2 Geotextile Fabric Type 1

- A. See KYTC Standard Specifications for Road and Bridge Construction – Geotextile Fabric, Type 1 – Section 214.

PART 3 - EXECUTION

3.1 Installation

- A. Rock toe protection shall be installed on top of existing bedrock. In the event that the bedrock is friable or weathered and can be trenched, bedrock shall be trenched before the placement of rocks.
- B. Place geotextile fabric below the bottom rocks and extend it between the rocks and soil up to the top rocks of the rock toe protection. Key geotextile fabric a minimum of 1 foot into the soil behind the top rock.
- C. Rocks shall be placed on the existing bedrock and shall abut one another.
- D. In the event where installation of the rock toe protection may damage tree roots, excavation shall be minimized. This may include reducing the length of the rock toe protection structure. This decision shall be field determined and authorized by the Builders' Representative.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- E. Additional layers of rocks shall be placed so that they lean on the lower layer of rocks and fit snugly against each other. Care should be taken when placing rocks that the seams between rocks do not line up with the seams between the lower layer of rocks.
- F. Rock toe protection shall be constructed so that the exposed face of the rocks is flush with the proposed grade.
- G. The top elevation of the rock toe protection shall be 1.0 to 1.5 feet below the top face of the bottom row of variegated limestone blocks. The rock toe protection shall have sufficient layers of rock to extend from the bedrock surface to the top elevation.

3.2 Clean-up

- A. Upon completion of work, reshape slopes and stream bottom to specified elevations.
- B. Remove unsuitable and surplus rocks and excavated materials to fill areas or approved off-site locations.

END OF SECTION 329401

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 329402 – BURIED SOIL RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. KYTC Standard Specifications for Road and Bridge Construction – Cyclopean Riprap – Section 703.

1.2 SUMMARY

- A. Section includes furnishing and maintaining buried soil riprap on locations designated in the Contract Documents, or as directed by the Owner's Representative.
- B. Related Sections:
 - 1. KYTC Standard Specifications Section 703 for installation.
 - 2. Division 32 Section "Native Exterior Plants around Bridges" for planting in buried soil riprap.
 - 3. Division 32 Section "Herbaceous Seeding" for seeding on buried soil riprap.
 - 4. Division 32 Section "Coir Fiber Matting" for use of coir matting on buried soil riprap.

PART 2 - PRODUCTS

2.1 RIPRAP

- A. Riprap shall consist of cyclopean stone riprap as described in Section 703 of the KYTC Standard Specifications for Road and Bridge Construction.

2.2 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites that is similar to on-site topsoil.

2.3 CYLINDRICAL BUILDERS TUBE

- A. Cylindrical builders tube shall be cardboard tubes typically used as concrete forms. The builders tube shall have a diameter of 18 inches and be cut to the appropriate length to create an 18-inch-deep planting hole in the buried soil riprap.

PART 3 - EXECUTION

3.1 FABRICATION

- A. Mix together topsoil and riprap using a ratio of 35% topsoil with 65% riprap.

3.2 INSTALLATION

- A. Use buried soil riprap instead of standard riprap in any and all areas that are part of a planting zone around the bridges.
- B. During installation of soil riprap, place cylindrical builders tubes at all tree and shrub locations to create and maintain a hole for planting. The tubes shall be 18 inches in diameter and shall create a hole 18 inches deep.
- C. Install soil riprap according to Section 703 of the KYTC Standard Specifications for Road and Bridge Construction. Bury soil riprap with a minimum depth of 8 inches of topsoil to meet proposed grade.
- D. Place herbaceous seed mix in accordance with Section “Herbaceous Seeding”.
- E. Place coir fiber matting in accordance with Section “Coir Fiber Matting”.
- F. Install trees and shrubs in accordance with Section “Native Exterior Plants around Bridges”. Remove builders tubes prior to plant installation and backfill planting hole with topsoil.

3.3 CLEAN UP

- A. The Contractor shall be responsible for off-site removal and disposal of all trash, excess backfill and any materials incidental to the project and disposing of them off-site.

END OF SECTION 39402

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 329403 – COIR FIBER MATTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes furnishing, transporting, maintaining and installing coir fiber matting on locations designated in the Contract Documents, or as directed by the Owner's Representative.
- B. Related Sections:
 - 1. Division 32 Section "Live Branch Layering with Soil Lifts" for use of coir matting for soil lifts in live branch layering areas.
 - 2. Division 32 Section "Herbaceous Seeding" for use of coir matting in seeding areas.

1.3 SUBMITTALS

- A. Source: Source of coir fiber matting shall be submitted to the Owner's Representative for review and approval prior to beginning construction.

PART 2 - PRODUCTS

2.1 COIR FIBER MATTING

- A. Matting shall consist of 100% coconut fiber matting such as Rolanka BioD-Mat 90 or equivalent. Installation shall be in accordance with the manufacturer's recommendations, or as directed by the Owner's Representative.

2.2 STAKES

- A. Stakes must be wooden stakes constructed out of 18-inch-long pieces of 2-inch by 4-inch lumber cut along the diagonal, unless otherwise directed by the Owner's Representative. Stakes shall be notched at top to more securely hold the matting in place.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All materials and construction techniques shall be inspected and approved by the Owner's Representative prior to installation.
- B. Place herbaceous seed mix in accordance with Section "Herbaceous Seeding."
- C. The Contractor shall install and secure coir fiber matting in all planting zones at Bridges F101 and F102 or as directed by the Owner's Representative. The matting shall be secured by 'keying' it into the existing ground a minimum of 1 foot unless otherwise specified in the construction details. The Contractor shall then unroll the coir fiber matting along the slope face until finally anchoring the blanket into the top of the slope by 'keying' the blanket a minimum of 1 foot into the existing ground. Matting shall be placed loosely and in full contact with the soil.
- D. Blanket edges (blankets side by side at a given elevation) shall overlap approximately 6 inches, with the upstream blanket on top. Stakes shall straddle the edge of the blanket on top and the underlying blanket.
- E. Blanket ends (blankets ending upslope from downslope blankets) shall overlap approximately 6 inches with the upslope blanket over the downslope blanket. The overlapping area shall be secured with stakes spaced at a minimum of 2 feet on center.
- F. Stakes shall be arrayed 2 feet on center across each blanket, so that there shall be approximately 2 stakes per square yard.

3.2 Clean-up

- A. During installation of coir fiber matting, all areas shall be kept neat, clean and free of all trash and debris, and all reasonable precautions shall be taken to avoid damage to existing plants, turf, structures, and private property.
- B. The Contractor shall be responsible for off-site removal and disposal of all trash, excess backfill and any materials incidental to the project and disposing of them off-site.

END OF SECTION 329403

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 331100 – SITE WATER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Louisville Water Company Standard Specifications for Installing Water Mains, Fire Hydrants, and Services.
- C. Kentucky State Plumbing Law, Regulations & Code.

1.2 DESCRIPTION OF WORK

- A. Site domestic and fire water services outside the buildings as indicated on drawings and schedules, and by requirements of this section.

1.3 RELATED SECTIONS

- A. Division 03 Section for "Case-in-Place Concrete".
- B. Division 31 Section "Earthwork" for excavation and backfill required for water systems.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of water systems materials and products, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with water systems work similar to that required for project.
- C. Codes and Standards:
 - 1. Plumbing Code Compliance: Comply with applicable portions of Kentucky State Standard Plumbing Code pertaining to selection and installation of water systems materials and products.
 - 2. Comply with requirements of utility supplying water to project.
 - 3. Obtain required permits and inspections.
 - 4. Comply with standards of authorities having jurisdiction for fire protection systems.
 - 5. Comply with NFPA 24 "Standard for the Installation of Private Fire Service Mains and Their

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

Appurtenances" for materials, installation, tests, and flushing.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data and installation instructions for piping, valves, water meter, backflow preventers, fire hydrants, fire department connections, yard hydrants, and identification material devices.
 - 1. Provide listing/approval stamp, label, or other marking on equipment made to specified standards.
- B. Record Drawings: At project closeout, submit record drawings of installed water system piping and products, in accordance with requirements of Division 1.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, for shipping as follows:
 - 1. Ensure valves are dry and internally protected against rust and corrosion.
 - 2. Protect valves against damage to threaded ends, flange faces, and weld ends.
 - 3. Set valves in best position for handling. Set gate valves closed to prevent rattling.
- B. Storage: Use the following precautions for valves during storage:
 - 1. Do not remove end protectors unless necessary for inspection, then reinstall for storage.
 - 2. Protect valves from weather. Store valves indoors. Maintain valve temperature higher than the ambient dew point temperature. If outdoor storage is necessary, support valves off the ground or pavement in watertight enclosures.
- C. Handling: Use a sling to handle valves whose size requires handling by crane or lift. Rig valves to avoid damage to exposed valve parts. Do not use hand wheels or stems as lifting or rigging points.
- D. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and piping specialties from moisture and dirt.

1.7 PROJECT CONDITIONS

- A. Perform site survey, research public utility records, and verify existing utility locations.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

- B. Verify that water system piping may be installed in compliance with original design and referenced standards.
- C. Coordinate work within the MSD treatment plant with MSD staff for time to perform work and verify locations for facilities

PART 2 - PRODUCTS

2.1 PRESSURE PIPE

- A. General: Water service mains can be ductile iron pipe or PVC. Building services must be copper or per the State Plumbing Code. Provide ells, tees, reducing tees, wyes, couplings and other required piping accessories of same type and class of material as conduit, or of material having equal or superior physical and chemical properties as acceptable to Owner.
- B. Ductile-Iron Pipe 4 Inches and Larger: AWWA C151, Class 50, except that pipe smaller than 6-inch size shall be Class 51.
 - 1. Lining: AWWA C104, cement mortar, seal coated.
 - 2. Gaskets: AWWA C111.
 - 3. Ductile-Iron and Cast-Iron Fittings: AWWA C110, ductile-iron or cast-iron, 250-psi pressure rating; or AWWA C153, ductile-iron compact fittings, 350-psi pressure rating.
 - a. Lining: AWWA C104, cement mortar.
 - b. Gaskets: AWWA C111, rubber.
 - 4. Encasement: AWWA C105, polyethylene film tube.
- C. PVC, Schedule 40 Pipe: ASTM D 1785.
 - 1. PVC, Schedule 40 Socket Fittings: ASTM D 2466
- D. PVC, AWWA Pipe: AWWA C900, Class 200, with bell end with gasket and spigot end.
 - 1. PVC Fabricated Fittings: AWWA C900, class 200 with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.
 - 2. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Gaskets: AWWA C111, rubber.
- E. Copper Tube and Fittings
 - 1. Soft Copper Tube: ASTM 88, Type K (ASTM B 88M, Type A) water tube, annealed temper.
 - a. Copper Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, Wrought-copper,

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

solder-joint pressure type. Furnish only wrought-copper fittings if indicated.

2. Hard Copper Tube: ASTM 88, Type K (ASTM B 88M, Type A) water tube, drawn temper.
3. Copper Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, Wrought-copper, solder-joint pressure type. Furnish only wrought-copper fittings if indicated.

2.2 VALVES

- A. General: Provide valves and flow control devices as indicated.
- B. Minimum working pressure, 150 psi unless otherwise indicated.
- C. Rising Stem Gate Valves, 3 Inches and Larger: AWWA C500, cast-iron double disc, bronze disc and seat rings, or AWWA C509, resilient seated; cast-iron or ductile-iron body and bonnet, OS&Y, bronze stem, flanged ends.
- D. Nonrising Stem Gate Valves, 2 Inches and Smaller: MSS SP-80; body and screw bonnet of ASTM B 62 cast bronze: with Class 125 threaded ends, solid wedge, non rising copper silicon alloy stem, brass packing gland, Teflon impregnated packing, and malleable iron handwheel (if valve box is not required).

2.3 ACCESSORIES

- A. Anchorages: Provide anchorages for tees, wyes, crosses, plugs, caps, bends, valves, and hydrants. After installation, apply full coat of asphalt or other acceptable corrosion-retarding material to surfaces of ferrous anchorages. Thrust Blocks in be installed on all water lines due to the high pressures that may occur in the lines.
 1. Clamps, Straps, and Washers: Steel, ASTM A 506.
 2. Rods: Steel, ASTM A 575.
 3. Rod Couplings: Malleable-iron, ASTM A 197.
 4. Bolts: Steel, ASTM A 307.
 5. Cast-Iron Washers: Gray-iron, ASTM A 126.
 6. Thrust Blocks: Concrete, 2,500 psi.

2.4 IDENTIFICATION

- A. Plastic Underground Warning Tapes: Polyethylene plastic tape, 6 inches wide by 4 mils thick, solid blue in color with continuously printed caption in black letters "CAUTION - WATER LINE BURIED BELOW."

2.5 FIRE HYDRANTS:

- A. General: Cast-iron body, compression-type valve, opening against pressure and closing with

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

pressure, 6-inch (150 mm) mechanical joint inlet, 150-psig (1035 kPa) working pressure.

- B. Outlet Threads: NFPA 1963, with external hose thread used by local fire department. Include cast-iron caps with steel chains.
 - C. Operating and Cap Nuts: Pentagon 1-1/2 inch (40 mm) point to flat.
 - D. Direction of Opening: Open hydrant valve by turning operating nut to the left, or counterclockwise.
 - E. Finish: Red exterior alkyd gloss enamel paint.
- 1. Dry-Barrel Fire Hydrants: UL 246, FM-approved, two 2-1/2-inch (65 mm) and one 4-1/2-inch (113 mm) outlets, 5-1/4-inch (133 mm) main valve, drain valve, and 6-inch (150 mm) mechanical joint inlet.

2.6 VALVE BOXES

- A. Cast-iron box having top section and cover with lettering "WATER," bottom section with base of size to fit over valve and barrel approximately 5 inches (124 mm) in diameter, and adjustable cast-iron extension of length required for depth of bury of valve.
- 1. Provide a steel tee-handle operating wrench with each valve box. Wrench shall have tee handle with one pointed end, stem of length to operate valve, and socket-fitting valve-operating nut.
 - 2. Valve Boxes in grass locations shall have a 12" by 12" by 6" thick concrete collar installed at the ground surface. The top of these valve boxes shall be installed flush with the ground.

PART 1 - EXECUTION

3.1 PREPARATION OF BURIED PIPE FOUNDATION

- A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation throughout the length of the piping.
- B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid and backfill with clean sand or pea gravel to indicated level.
- C. Shape bottom of trench to fit bottom of piping. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

3.2 INSTALLATION OF PIPE AND PIPE FITTINGS

- A. Ductile-Iron Pipe: Install with cement-mortar-lined, ductile-iron or cast-iron, mechanical joint or push-on joint fittings and rubber gaskets in accordance with AWWA C600.
 - 1. Polyethylene Encasement: Install in accordance with AWWA C105.
- B. Install PVC, AWWA pipe according to AWWA M23 and ASTM F 646.
 - 1. PVC Piping Gasketed Joints: Use joining materials according to AWWA C900. Construct joints with elastomeric seals and lubricant according to ASTM D 2774 or ASTM D 3139 and pipe manufacturer's written instructions.
- C. Depth of Cover: Provide minimum cover over piping of 42 inches below finished grade.

3.3 INSTALLATION OF VALVES

- A. General: Install valves as indicated with stems pointing up. Provide valve box over underground valves.

3.4 INSTALLATION OF ANCHORAGES

- A. Anchorages: Provide anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches.

3.5 APPLICATION OF PROTECTIVE COATINGS

- A. Apply full coat of asphalt or other acceptable corrosion-retarding material to surfaces of installed ferrous anchorage devices.

3.6 INSTALLATION OF IDENTIFICATION

- A. Install continuous plastic underground warning tape during back filling of trench for underground water service piping. Locate 6 to 8 inches below finished grade, directly over piping.

3.7 FIELD QUALITY CONTROL

- A. Piping Tests: Conduct piping tests before joints are covered and after thrust blocks have sufficiently hardened. Fill pipeline 24 hours prior to testing and apply test pressure to stabilize system. Use only potable water.
- B. Hydrostatic Tests: Test at not less than 1-1/2 times working pressure for 2 hours.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- C. Increase pressure in 50-psig (350 kPa) increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig (0 kPa). Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts (1.89 L) per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within above limits.

3.8 CLEANING

- A. Clean and disinfect water distribution piping as follows:
 - 1. Purge all new water distribution piping systems and parts of existing systems that have been altered, extended, or repaired, prior to use.
 - 2. Use the purging and disinfecting procedure prescribed by the authority having jurisdiction or, if method is not prescribed by that authority, use procedure described in AWWA C651 or as described below:
 - a. Comply with NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
 - b. Fill system or part of system with water/chlorine solution containing at least 50 parts per million of chlorine; isolate and allow to stand for 3 hours.
 - c. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 parts per million of chlorine; isolate and allow to stand for 3 hours.
 - d. Following allowed standing time, flush system with clean, potable water until chlorine does not remain in water coming from system.
 - e. Submit water samples in sterile bottles to authority having jurisdiction. Repeat procedure if biological examination made by authority shows evidence of contamination.
- B. Prepare reports for purging and disinfecting activities.

END OF SECTION 331100

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 334100 - STORM DRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Louisville & Jefferson County Metropolitan Sewer District's (MSD) Standard Specifications, latest edition.
- C. Louisville & Jefferson County Metropolitan Sewer District's (MSD) Standard Drawings, latest edition.
- D. Kentucky Department of Highways (KDOH) Standard Drawings, latest edition.

1.2 SUMMARY

- A. This Section includes storm drainage outside the buildings.
- B. Related Sections include the following:
 - 1. Division 03 Section "Cast-in-Place Concrete" for concrete structures
 - 2. Division 31 Section "Earthwork" for soil materials, trench excavation and backfill, and site grading.

1.3 DEFINITIONS

- A. PVC: Polyvinyl Chloride Plastic.
- B. HDPE: High Density Polyethylene Pipe
- B. RCP: Reinforced Concrete Pipe

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.5 SUBMITTALS

- A. Shop Drawings: Include plans, elevations, details, and attachments for the following:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A
BECKLEY CREEK PARK - NORTH

- 1. Precast concrete manholes, catch basins, and other structures, including frames, covers, and grates.
- 2. Cast-in-place concrete manholes, catch basins and other structures, including frames, covers, and grates.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes, catch basins, and other structures according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations and elevations.
- B. Locate existing structures and piping to be closed and abandoned.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.2 PIPES AND FITTINGS

- A. PVC Sewer Pipe and Fittings: According to the following:
 - 1. PVC Sewer Pipe and Fittings, NPS 12 (DN300) and Smaller: ASTM D 3034, SDR 35, for solvent-cemented or gasketed joints.
 - a. Gaskets: ASTM F 477, elastomeric seals.
- B. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C76 (ASTM C76M), Class III, Wall B, for gasketed joints.
 - 1. Gaskets: ASTM C 443 (ASTM C 443M), rubber.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

2.3 MANHOLES

- A. Normal-Traffic Precast Concrete Manholes: Per MSD's Standard Drawings of the depth indicated.
 - 1. Diameter: 48 inches (1200 mm) minimum, unless otherwise indicated.
 - 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
 - 3. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 - 4. Pipe Connectors: ASTM C 923 (ASTM C 923M), resilient, of size required, for each pipe connecting to base section.
- B. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch (610-mm) ID by 7- to 9-inch (178- to 229-mm) riser with 4-inch (100-mm) minimum width flange, and 26-inch- (660-mm-) diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.

2.4 CATCH BASINS

- A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints or per MSD's Standard Drawings as described on the drawings.
 - 1. Base Section: 6-inch (150-mm) minimum thickness for floor slab and 4-inch (100-mm) minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 - 2. Top Section: Slab top type as indicated.
 - 3. Gaskets: ASTM C 443 (ASTM C 443M), rubber.
 - 4. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into base, riser, and top section sidewalls at 12- to 16-inch (300- to 400-mm) intervals. Omit steps for catch basins less than 60 inches (1500 mm) deep.
 - 5. Pipe Connectors: ASTM C 923 (ASTM C 923M), resilient, of size required, for each pipe connecting to base section.
- B. Cast-in-Place Concrete, Catch Basins: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances as indicated in the plans.
 - 1. Bottom, Walls, and Top: Reinforced concrete.
 - 2. Channels and Benches: Concrete.
 - 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into sidewalls at 12- to 16-inch (300- to 400-mm) intervals. Omit steps for catch basins less than 60 inches (1500 mm) deep.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- C. Frames and Grates: As indicated in the plans or ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.

1. Size: 24 by 24 inches (610 by 610 mm) minimum, unless otherwise indicated.
2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

2.5 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

- B. Portland Cement Design Mix: 4000-psi (27.6 MPa) minimum, with 0.45 maximum water-cementitious ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed steel.

- C. Ballast and Pipe Supports: Portland cement design mix, 3000-psi (20.7 MPa) minimum, with 0.58 maximum water-cementitious ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed steel.

2.6 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug. Use units with top-loading classifications according to the following applications:

1. Light Duty: In earth or grass foot-traffic areas.
2. Medium Duty: In paved foot-traffic areas.
3. Heavy Duty: In vehicle-traffic service areas.
4. Extra-Heavy Duty: In roads.
5. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

- B. PVC Cleanouts: PVC body with flush mounted brass plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earthwork".

3.2 IDENTIFICATION

- A. Materials and their installation are specified in Division 31 Section "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.
 - 1. Use warning tape or detectable warning tape over ferrous piping.
 - 2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.3 PIPING APPLICATIONS

- A General: Include watertight, silttight, or soiltight joints, unless watertight or silttight joints are indicated.
- B Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.
- C Gravity-Flow Piping: As indicated or use the following:
 - 1. NPS 4 and NPS 6 (DN100 and DN150): PVC sewer pipe and fittings, solvent-cemented joints, or gaskets and gasketed joints.
 - 2. NPS 8 to NPS 12 (DN200 to DN300): PVC sewer pipe and fittings, solvent-cemented joints, or gaskets and gasketed joints.
 - 3. NPS 12 to NPS 36 (DN200 to DN900): Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.

3.4 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

3.5 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to installations indicated.
- B. PVC Sewer Pipe and Fittings: As follows:
 - 1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
- C. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
 - 1. Round Pipe and Fittings: ASTM C 443 (ASTM C 443M), rubber gaskets.

3.6 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Form continuous concrete channels and benches between inlets and outlet.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches (76 mm) above finished surface elsewhere, unless otherwise indicated.
- D. Install precast concrete manhole sections with gaskets according to ASTM C 891.

3.7 CATCH-BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.8 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

3.9 DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.

3.10 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

- B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 12 inches (450 by 450 by 300 mm) deep. Set with tops 1 inch (25 mm) above surrounding earth grade.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

3.11 TAP CONNECTIONS

- A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.
- B. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch (150-mm) overlap, with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).
- C. Make branch connections from side into existing piping, NPS 4 to NPS 20 (DN100 to DN500). Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).
- D. Make branch connections from side into existing piping, NPS 21 (DN525) or larger, or to underground structures by cutting opening into existing unit large enough to allow 3 inches (76 mm) of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall, unless otherwise indicated. On outside of pipe or structure wall, encase entering connection in 6 inches (150 mm) of concrete for minimum length of 12 inches (300 mm) to provide additional support of collar from connection to undisturbed ground.
- E. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.12 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch- (200-mm-) thick, brick masonry bulk-heads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
 - 3. Safeloading: Fill pipe with flowable concrete or grout when indicated in the plans.
 - 4. Remove piping under buildings, structures, soccer and softball fields, and track.
- B. Abandoned Structures: Excavate around structure as required and use one procedure below:

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A

BECKLEY CREEK PARK - NORTH

1. Remove structure and close open ends of remaining piping.
2. Remove top of structure down to at least 36 inches (1000 mm) below final grade. Fill to within 12 inches (300 mm) of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
3. Backfill to grade according to Division 31 Section "Earthwork."

3.13 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 2. Place plug in end of incomplete piping at end of day and when work stops.
 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (600 mm) of backfill is in place, and again at completion of Project.
 1. Submit separate reports for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
- C. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.

END OF SECTION 334100

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

SECTION 347113 - GUARDRAIL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.
- B. Division 31 Section "Earthwork" for aggregate subbase and base.
- C. Kentucky Standard Specifications for Road and Bridge Construction, Section 719, Guardrail.
- D. Kentucky Department of Highways (KDOH) Standard Drawings, latest edition.

1.2 DESCRIPTION OF WORK

- A. General. Provide the labor, tools, equipment, and materials necessary to furnish and install the guardrails in accordance with the plans and as specified herein.
- B. This section describes guardrails which include weathering steel, corrugated, sheet-steel beams and pressure-treated wooden posts.

1.3 QUALITY ASSURANCE

- A. Codes and Regulatory Agencies. Perform all work in compliance with all federal, state, and local codes and regulatory agencies.
- B. Standards. Materials and work shall be in conformance with: KDOH Standard Drawings.

1.4 SUBMITTALS

- A. Submit the following in accordance with Conditions of Contract and Division 1 specification sections.
 - 1. Product Data. Manufacturer's data for all components.
 - 2. Shop Drawings. Shop drawings for guardrails shall depict plan layout and cross sections, which includes locations of wood posts and terminal sections and ends.
 - 3. Operation and Maintenance Instructions. Submit detailed parts list and data for repair compound used to recoat installed guardrails.

1.5 JOB CONDITIONS

Not used.

1.6 DELIVERY, STORAGE, AND HANDLING

Not used.

THE PARKLANDS OF FLOYDS FORK – PROJECT 2A BECKLEY CREEK PARK - NORTH

1.7 SPECIAL WARRANTY

Not used.

PART 2 - PRODUCTS

2.1 MATERIALS AND CONSTRUCTION

- A. General. Provide guardrails as a complete unit produced by a single manufacturer, including necessary erection accessories, fittings, and fastenings.
- B. Rail. Rail shall conform to the Section 814 of the Kentucky Standard Specifications for Road and Bridge Construction. All rail shall be Weathering Steel (Corten) "W" Channel.
- C. Terminal Sections and Ends. Provide terminal sections and ends in accordance with KDOH Standard Drawings and as noted on the plans.
- D. Guardrail Posts. Provide dark-stained square timber posts.
- E. Concrete for Anchoring Posts. See Section 719 of the Kentucky Standard Specifications for Road and Bridge Construction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. General. Verify location of underground utilities prior to installation of posts.

3.2 INSTALLATION

- A. General. Do not begin guardrail installation and erection before asphalt paving is completed.
- B. Wood Posts. Install posts by either of the two following methods.
 - 1. Post Driving. Accomplish driving with suitable equipments and methods that will leave the posts in their final position, free of distortion or other damage.
 - 2. Excavation. Excavate holes for wood posts in firm, undisturbed or compacted soil. Excavate holes to widths as recommended by the guardrail manufacturer. Spread soil from excavations uniformly adjacent to guardrail line.
- C. Setting Posts. Remove loose and foreign materials from sides and bottoms of holes and moisten soil prior to placing concrete. Place, trowel, cure, and test concrete in accordance with Division 3.

END OF SECTION 347113

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

See specifications included in Part I for applicability of KYTC specifications.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	101.02 Abbreviations. Insert the following abbreviation and text into the section: KEPSC Kentucky Erosion Prevention and Sediment Control
SUBSECTION: REVISION:	101.03 Definitions. Replace the definition for Specifications – <i>Special Provisions</i> with the following: Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to an individual project.
SUBSECTION: REVISION:	102.03 Contents of the Bid Proposal Form. Replace the first sentence of the first paragraph with the following: The Bid Proposal form will be available on the Department internet website (http://transportation.ky.gov/contract/). Delete the second paragraph. Delete the last paragraph.
SUBSECTION: REVISION:	102.04 Issuance of Bid Proposal Form. Replace Heading with the following: 102.04 Bidder Registration. Replace the first sentence of the first paragraph with the following: The Department reserves the right to disqualify or refuse to place a bidder on the eligible bidder’s list for a project for any of the following reasons: Replace the last sentence of the subsection with the following: The Department will resume placing the bidder on the eligible bidder’s list for projects after the bidder improves his operations to the satisfaction of the State Highway Engineer.
SUBSECTION: REVISION:	102.06 Examination of Plans, Specifications, Special Provisions, Special Notes, and Site of Work. Replace the first paragraph with the following: Examine the site of the proposed work, the Bid Proposal, Plans, specifications, contract forms, and bulletins and addendums posted to the Department’s website and the Bid Express Bidding Service Website before submitting the Bid Proposal. The Department considers the submission of a Bid Proposal prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.
SUBSECTION: REVISION:	102.07.01 General. Replace the first sentence with the following: Submit the Bid Proposal on forms furnished on the Bid Express Bidding Service website (www.bidx.com). Replace the first sentence of the third paragraph with the following: Bid proposals submitted shall use an eligible Digital ID issued by Bid Express.

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	102.07.02 Computer Bidding. Replace the first paragraph with the following: Subsequent to registering for a specific project, use the Department's Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (http://transportation.ky.gov/contract/). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Submit Bid Proposal electronically through Bid Express Bidding Service. Delete the second and third paragraph.
SUBSECTION: REVISION:	102.08 Irregular Bid Proposals. Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program. Replace the second paragraph with the following: The Department will consider Bid Proposals irregular and may reject them for the following reasons: 1) when there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning; or 2) when the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award; or 3) any failure to comply with the provisions of Subsection 102.07; or 4) Bid Proposals in which the Department determines that the prices are unbalanced; or when the sum of the total amount of the Bid Proposal under consideration exceeds the bidder's Current Capacity Rating.
SUBSECTION: REVISION:	102.09 Bid Proposal Guaranty. Insert the following after the first sentence: Bid Proposals must have a bid proposal guaranty in the amount indicated in the bid proposal form accompany the submittal. A guaranty in the form of a paper bid bond, cashier's check, or certified check in an amount no less than the amount indicated on the submitted electronic bid is required when the electronic bid bond was not utilized with the Bid Express Bidding Service. Paper bid bonds must be delivered to the Division of Construction Procurement prior to the time of the letting.
SUBSECTION: REVISION:	102.10 Delivery of Bid Proposals. Replace paragraph with the following: Submit all Bid Proposals prior to the time specified in the Notice to Contractors. All bids shall be submitted electronically using Bid Express Bidding Services. Electronically submitted bids must be done in accordance with the requirements of the Bid Express Bidding Service.
SUBSECTION: REVISION:	102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following: Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	102.13 Public Opening of Bid Proposals. Replace Heading with the following: 102.13 Public Announcement of Bid Proposals. Replace the paragraph with the following: The Department will publicly announce all Bid Proposals at the time indicated in the Notice to Contractors.
SUBSECTION: REVISION:	103.02 Award of Contract. Replace the first sentence of the third paragraph with the following: The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.
SUBSECTION: REVISION:	105.02 Plans and Working Drawings. Insert the following after the fourth paragraph: Submit electrical shop drawings, design data, and descriptive literature for materials in electronic format to the Division of Traffic Operations for approval. Drawings and literature shall be submitted for lighting and signal components. Notify the Engineer when submitting information to the Division of Traffic Operations. Do not begin work until shop drawings are approved. Submit shop drawings for traffic counting equipment and materials in electronic format to the Engineer or the Division of Planning. Notify the Engineer when submitting information directly to the Division of Planning. Do not begin work until shop drawings are reviewed and approved.
SUBSECTION: REVISION:	105.03 Record Plans. Replace the section with the following: Record Plans are those reproductions of the original Plans on which the accepted Bid Proposal was based and, and signed by a duly authorized representative of the Department. The Department will make these plans available for inspection in the Central Office at least 24 hours prior to the time of opening bids and up to the time of letting of a project or projects. The quantities appearing on the Record Plans are the same as those on which Bid Proposals are received. The Department will use these Record Plans as the controlling plans in the prosecution of the Contract. The Department will not make any changes on Record Plans subsequent to their issue unless done so by an approved contract modification. The Department will make 2 sets of Record Plans for each project, and will maintain one on file in the Central Office and one of file in the District Office. The Department will furnish the Contractor with the following: 1 full size, 2 half size and an electronic file copy of the Record Plans at the Pre-Construction conference.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	105.12 Final Inspection and Acceptance of Work. Insert the following paragraphs after the first paragraph: Notify the Engineer when all electrical items are complete. A notice of the electrical work completion shall be made in writing to the Contractor. Electrical items will be inspected when the electrical work is complete and are not subject to waiting until the project as a whole has been completed. The Engineer will notify the Division of Traffic Operations within 3 days that all electrical items are complete and ready for a final inspection. A final inspection will be completed within 90 days after the Engineer notifies the Division of Traffic Operations of the electrical work completion. Energize all electrical items prior to notifying the Engineer that all electrical items are complete. Electrical items must remain operational until the Division of Traffic Operations has inspected and accepted the electrical portion of the project. Payment for the electrical service is the responsibility of the Contractor from the time the electrical items are energized until the Division of Traffic Operations has accepted the work. Complete all corrective work within 90 calendar days of receiving the original electrical inspection report. Notify the Engineer when all corrective work is complete. The Engineer will notify the Division of Traffic Operations that the corrective work has been completed and the project is ready for a follow-up inspection. Upon re-inspection, if additional corrective work is required, complete within the same 90 calendar day allowance. The Department will not include time between completion of the corrective work and the follow up electrical inspection(s). The 90 calendar day allowance is cumulative regardless of the number of follow-up electrical inspections required. The Department will assume responsibility for the electrical service on a project once the Division of Traffic Operations gives final acceptance of the electrical items on the project. The Department will also assume routine maintenance of those items. Any damage done to accepted electrical work items by other Contractors shall be the responsibility of the Prime Contractor. The Department will not be responsible for repairing damage done by other contractors during the construction of the remaining project. Failure to complete the electrical corrective work within the 90 calendar day allowance will result in penalties assessed to the project. Penalties will be assessed at ½ the rate of liquidated damages established for the contract. Replace the following in the second sentence of the second paragraph: Replace Section 213 with Section 212. Delete the fifth paragraph from the section.
SUBSECTION: REVISION:	105.13 Claim Resolution Process. Replace the last sentence of the 3. Bullet with the following: If the Contractor did not submit an as-bid schedule at the Pre-Construction Meeting or a written narrative in accordance with Subsection 108.02, the Cabinet will not consider the claim for delay. Delete the last paragraph from the section.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	106.04 Buy America Requirement. Replace the section with the following: 106.04 Buy America Requirement. Follow the “Buy America” provisions as required by Title 23 Code of Federal Regulations § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of: • Coating, • Galvanizing, • Painting, and • Other coating that protects or enhances the value of steel or iron products. The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material: • Pig iron, • Processed, pelletized, and reduced iron ore material, or • Processed alloys. The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States. Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department. Use foreign materials only under the following conditions: 1) When the materials are not permanently incorporated into the project; or 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater. The Contractor shall submit to the Engineer the origin and value of any foreign material used.
SUBSECTION: REVISION:	106.10 Field Welder Certification Requirements. Insert the following sentence before the first sentence of the first paragraph: All field welding must be performed by a certified welder unless otherwise noted.
SUBSECTION: REVISION:	108.02 Progress Schedule. Insert the following prior to the first paragraph: Specification 108.02 applies to all Cabinet projects except the following project types: • Right of Way Mowing and/or Litter Removal • Waterborne Paint Striping • Projects that contain Special Provision 82 • Projects that contain the Special Note for CPM Scheduling Insert the following paragraph after paragraph two: Working without the submittal of a Written Narrative is violation of this specification and additionally voids the Contractor’s right to delay claims. Insert the following paragraph after paragraph six: The submittal of bar chart or Critical Path Method schedule does not relieve the Contractor’s requirement to submit a Written Narrative schedule.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

	Insert the following at the beginning of the first paragraph of A) Written Narrative.: Submit the Written Narrative Schedule using form TC 63-50 available at the Division of Construction's website (http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm). Replace Part A) Written Narrative 1. And 2. with the following: 1. Provide a description that includes how the Contractor will sequence and stage the work, how the Contractor plans to maintain and control traffic being specific and detailed, and what equipment and crew sizes are planned to execute the work. 2. Provide a list of project milestones including, if applicable, winter shut-downs, holidays, or special events. The Contractor shall describe how these milestones and other dates effect the prosecution of the work. Also, include start date and completion date milestones for the contract, each project if the contract entails multiple projects, each phase of work, site of work, or segment of work as divided in the project plans, proposal, or as subdivided by the Contractor.
SUBSECTION: REVISION:	109.07.01 Liquid Asphalt. Add the following to the Adjustable Contract Items: • Stone Matrix Asphalt for Base • Stone Matrix Asphalt for Surface
SUBSECTION: REVISION:	110.01 Mobilization. Replace paragraph three with the following: Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposals that are in excess of this amount down to 5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for Mobilization is less than 5 percent, or the Department will award the Contract for the adjusted bid amount of 5 percent when the amount bid for Mobilization is greater than 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.
SUBSECTION: REVISION:	110.02 Demobilization. Replace the third paragraph with the following: Bid an amount for Demobilization that is a minimum of \$1,000 or 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposal that is less than this amount up to \$1,000 or 1.5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the Department will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than the minimum of \$1,000 or less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.
SUBSECTION: REVISION:	110.04 Payment. Insert the following paragraph following the demobilization payment schedule (4th paragraph): The Department will withhold an amount equal to \$1,000 for demobilization, regardless of the schedule listed above. The \$1,000 withheld for demobilization will be paid when the final estimate is paid.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	112.03.01 General Traffic Control. Replace paragraph three with the following: All flaggers shall be trained in current MUTCD flagging procedures. Proof of training must be available for review at the Department’s request. Flagging credentials must be current within the last 5 years.
SUBSECTION: PART: REVISION:	112.03.11 Temporary Pavement Markings. B) Placement and Removal of Temporary Striping. Replace the 2nd sentence of the first paragraph with the following: On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.
SUBSECTION: REVISION:	112.03.12 Project Traffic Coordinator (PTC). Add the following at the end of the subsection: After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.
SUBSECTION: REVISION:	112.03.15 Non-Compliance of Maintain and Control of Traffic. Add the following section: 112.03.15 Non-Compliance of Maintain and Control of Traffic. It is the Contractor’s responsibility to conform to the traffic control requirements in the TCP, Proposal, plan sheets, specifications, and the Manual on Uniform Traffic Control Devices. Unless specified elsewhere in the contract, a penalty will be assessed in the event of non-compliance with Maintain and Control of Traffic requirements. These penalties will be assessed when the Contractor fails to correct a situation or condition of non-compliance with the contract traffic control requirements after being notified by the Engineer. The calculation of accrued penalties for non-compliance will be based upon the date/time of notification by the Engineer. The amount of the penalty assessed for non-compliance will be determined based upon the work zone duration, as defined by the MUTCD, and will be the greatest of the different calculation methods indicated below: A) Long-term stationary work that occupies a location more than 3 days. Correct the non-compliant issue within 24 hours from initial notification by the Engineer. If the issue is not corrected within 24 hours from the initial notification, a penalty for non-compliance will be assessed on a daily basis beginning from the initial notification of non-compliance. The Contractor will be assessed a \$1,000 daily penalty or the amount equal to the contract liquidated damages in Section 108.09, whichever of the 2 is greater. The penalty for non-compliance will escalate as follows for continued non-compliance after the initial notification. 3 Days after Notification \$1,500 daily penalty or 1.5 times the contract liquidated damages daily charge rate in Section 108.09, whichever is greater. 7 Days after Notification \$2,000 daily penalty or double the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

	B) Intermediate-term stationary work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour. Correct the non-compliant issue within 4 hours from initial notification by the Engineer. If the issue is not corrected within 4 hours from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour. C) Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period. Correct the non-compliant issue within 1 hour from initial notification by the Engineer. If the issue is not corrected within 1 hour from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at \$200 per hour. If the Contractor remains in violation of the Maintain and Control of Traffic requirements, or if the Department determines it to be in the public’s interest, work will be suspended in accordance with Section 108.08 until the deficiencies are corrected. The Department reserves the right to correct deficiencies by any means available and charge the Contractor for labor, equipment, and material costs incurred in emergency situations.
SUBSECTION: REVISION:	206.03.02 Embankment Replace the last paragraph with the following: When rock roadbed is specified, construct the upper 2 feet of the embankment according to Subsection 204.03.09 A).
SUBSECTION: REVISION:	213.03.03 Inspection and Maintenance. Replace the last sentence of the second paragraph with the following: Initiate corrective action within 24 hours of any noted deficiency and complete the work within 7 calendar days of receipt of the report. The Contractor shall make a concentrated effort to complete any corrective action required prior to the next predicted rainfall event. Insert the following paragraph after the second paragraph: When the Contractor is required to obtain the KPDES permit, it is their responsibility to ensure compliance with the inspection and maintenance requirements of the permit. The Engineer will perform verification inspections a minimum of once per month and within 7 days of a ½ inch or greater rainfall event. The Engineer will document these inspections using Form TC 63-61 A. The Engineer will provide copies of the inspection only when improvements to the BMP’s are required. Verification inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. Initiate corrective action within 24 hours of any noted deficiency and complete the work within 7calendar days of receipt of the report. The Contractor shall make a concentrated effort to complete any corrective action required prior to the next predicted rainfall event.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: PART: REVISION:	213.03.05 Temporary Control Measures. E) Temporary Seeding and Protection. Replace the first paragraph with the following: Apply an Annual Rye seed mix at a rate of 100 pounds per acre during the months of March through August. In addition to the Annual Rye, add 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>), when performing temporary seeding during the months of June through August. During the months of September through February, apply Winter Wheat or Rye Grain at a rate of 100 pounds per acre. Obtain the Engineer’s approval prior to the application of the seed mixture.
SUBSECTION: PART: REVISION:	213.03.05 Temporary Control Measures. F) Temporary Mulch. Replace the last sentence with the following: Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.
SUBSECTION: REVISION:	303.05 Payment. Replace the second paragraph of the section with the following: The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot Pay Adjustment Schedule for Specialty Mixtures in Section 402.
SUBSECTION: PART: REVISION:	401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. Replace the first sentence with the following: Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.
SUBSECTION: REVISION:	401.02.04 Special Requirements for Dryer Drum Plants. Add the following: Part G) Water Injection System. Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA). Ensure the equipment for water injection meets the following requirements: 1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted); 2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures; 3) Injects water into the flow of asphalt binder prior to contacting the aggregate; 4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.
SUBSECTION: REVISION:	401.03.01 Preparation of Mixtures. Replace the last sentence of the second paragraph with the following: Do not use asphalt binder while it is foaming in a storage tank.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	401.03.01 Preparation of Mixtures. Replace the third paragraph and Mixing and Laying Temperature table with the following: Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table: <table><tr><th colspan="4">MIXING AND LAYING TEMPERATURES (°F)</th></tr><tr><th colspan="2">Material</th><th>Minimum</th><th>Maximum</th></tr><tr><td colspan="2">Aggregates</td><td>240</td><td>330</td></tr><tr><td colspan="2">Aggregates used with Recycled Asphalt Pavement (RAP)</td><td>240</td><td>—</td></tr><tr><td rowspan="2">Asphalt Binders</td><td>PG 64-22</td><td>230</td><td>330</td></tr><tr><td>PG 76-22</td><td>285</td><td>350</td></tr><tr><td rowspan="4">Asphalt Mixtures at Plant (Measured in Truck)</td><td>PG 64-22 HMA</td><td>250</td><td>330</td></tr><tr><td>PG 76-22 HMA</td><td>310</td><td>350</td></tr><tr><td>PG 64-22 WMA</td><td>230</td><td>275</td></tr><tr><td>PG 76-22 WMA</td><td>250</td><td>300</td></tr><tr><td rowspan="4">Asphalt Mixtures at Project (Measured in Truck When Discharging)</td><td>PG 64-22 HMA</td><td>230</td><td>330</td></tr><tr><td>PG 76-22 HMA</td><td>300</td><td>350</td></tr><tr><td>PG 64-22 WMA</td><td>210</td><td>275</td></tr><tr><td>PG 76-22 WMA</td><td>240</td><td>300</td></tr></table>	MIXING AND LAYING TEMPERATURES (°F)				Material		Minimum	Maximum	Aggregates		240	330	Aggregates used with Recycled Asphalt Pavement (RAP)		240	—	Asphalt Binders	PG 64-22	230	330	PG 76-22	285	350	Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330	PG 76-22 HMA	310	350	PG 64-22 WMA	230	275	PG 76-22 WMA	250	300	Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330	PG 76-22 HMA	300	350	PG 64-22 WMA	210	275	PG 76-22 WMA	240	300
MIXING AND LAYING TEMPERATURES (°F)																																																		
Material		Minimum	Maximum																																															
Aggregates		240	330																																															
Aggregates used with Recycled Asphalt Pavement (RAP)		240	—																																															
Asphalt Binders	PG 64-22	230	330																																															
	PG 76-22	285	350																																															
Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330																																															
	PG 76-22 HMA	310	350																																															
	PG 64-22 WMA	230	275																																															
	PG 76-22 WMA	250	300																																															
Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330																																															
	PG 76-22 HMA	300	350																																															
	PG 64-22 WMA	210	275																																															
	PG 76-22 WMA	240	300																																															
SUBSECTION: REVISION:	402.01 Description. Replace the paragraph with the following: Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.																																																	
SUBSECTION: REVISION:	402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. Add the following subsection: 402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer’s requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.																																																	
SUBSECTION: REVISION:	402.05.02 Asphalt Mixtures and Mixtures With RAP. Replace Subsection Title as below: 402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.																																																	
SUBSECTION: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Replace the paragraph with the following: The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each subplot and average the subplot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of \$50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.																																																	

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: PART: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. C) Conventional and RAP Mixtures Placed on Shoulders. Replace Title and Text with the following: C) HMA, WMA and RAP Mixtures Placed on Shoulders or Placed as Asphalt Pavement Wedge. 1) Placed monolithically with the Mainline – Width of 4 feet or less. The Department will pay as mainline mixture. 2) Placed monolithically with the Mainline – Width of greater than 4 feet. The Department will pay as mainline mixture but use 1.00 for the Lane and Joint Density Pay Value for shoulder or Asphalt Pavement Wedge quantities. 3) Placed Separately. The Department will use 1.00 for the Lane and Joint Density Pay Value.												
SUBSECTION: PART: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following: D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Delete the following: D) HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. The Department will pay as mainline mixture but use a 1.00 pay value for all properties.												
SUBSECTION: PART: REVISION:	402.05.02 Asphalt Mixtures for Temporary Pavement. E) Asphalt Mixtures for Temporary Pavement. Replace E) Asphalt Mixtures for Temporary Pavement with the following: D) Asphalt Mixtures for Temporary Pavement.												
SUBSECTION: PART: TABLES: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA Replace the VMA table with the following: <table><tr><th colspan="2">VMA</th></tr><tr><th>Pay Value</th><th>Deviation From Minimum</th></tr><tr><td>1.00</td><td>≥ min. VMA</td></tr><tr><td>0.95</td><td>0.1-0.5 below min.</td></tr><tr><td>0.90</td><td>0.6-1.0 below min.</td></tr><tr><td>(1)</td><td>> 1.0 below min.</td></tr></table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
VMA													
Pay Value	Deviation From Minimum												
1.00	≥ min. VMA												
0.95	0.1-0.5 below min.												
0.90	0.6-1.0 below min.												
(1)	> 1.0 below min.												
SUBSECTION: PART: TABLES: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures VMA Replace the VMA table with the following: <table><tr><th colspan="2">VMA</th></tr><tr><th>Pay Value</th><th>Deviation From Minimum</th></tr><tr><td>1.00</td><td>≥ min. VMA</td></tr><tr><td>0.95</td><td>0.1-0.5 below min.</td></tr><tr><td>0.90</td><td>0.6-1.0 below min.</td></tr><tr><td>(1)</td><td>> 1.0 below min.</td></tr></table>	VMA		Pay Value	Deviation From Minimum	1.00	≥ min. VMA	0.95	0.1-0.5 below min.	0.90	0.6-1.0 below min.	(1)	> 1.0 below min.
VMA													
Pay Value	Deviation From Minimum												
1.00	≥ min. VMA												
0.95	0.1-0.5 below min.												
0.90	0.6-1.0 below min.												
(1)	> 1.0 below min.												

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: PART: TABLE: REVISION:	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option B Mixtures VMA Replace the VMA table with the following: <table><tr><th colspan="2">VMA</th></tr><tr><th>Pay Value</th><th>Deviation From Minimum</th></tr><tr><td>1.00</td><td>≥min. VMA</td></tr><tr><td>0.95</td><td>0 □ 1-0.5 below min.</td></tr><tr><td>0.9</td><td>0.6-1.0 below min.</td></tr><tr><td>(2)</td><td>> 1.0 below min.</td></tr></table>	VMA		Pay Value	Deviation From Minimum	1.00	≥min. VMA	0.95	0 □ 1-0.5 below min.	0.9	0.6-1.0 below min.	(2)	> 1.0 below min.													
VMA																										
Pay Value	Deviation From Minimum																									
1.00	≥min. VMA																									
0.95	0 □ 1-0.5 below min.																									
0.9	0.6-1.0 below min.																									
(2)	> 1.0 below min.																									
SUBSECTION: PART: NUMBER: REVISION:	403.03.03 Preparation of Mixture. C) Mix Design Criteria. 1) Preliminary Mix Design. Replace the last two sentences of the paragraph and table with the following: Complete the volumetric mix design at the appropriate number of gyrations as given in the table below for the number of 20-year ESAL's. The Department will define the relationship between ESAL classes, as given in the bid items for Superpave mixtures, and 20-year ESAL ranges as follows: <table><tr><th colspan="2"></th><th colspan="3">Number of Gyrations</th></tr><tr><th>Class</th><th>ESAL's (millions)</th><th>N_{initial}</th><th>N_{design}</th><th>N_{max}</th></tr><tr><td>2</td><td>< 3.0</td><td>6</td><td>50</td><td>75</td></tr><tr><td>3</td><td>3.0 to < 30.0</td><td>7</td><td>75</td><td>115</td></tr><tr><td>4</td><td>≥ 30.0</td><td>8</td><td>100</td><td>160</td></tr></table>			Number of Gyrations			Class	ESAL's (millions)	N _{initial}	N _{design}	N _{max}	2	< 3.0	6	50	75	3	3.0 to < 30.0	7	75	115	4	≥ 30.0	8	100	160
		Number of Gyrations																								
Class	ESAL's (millions)	N _{initial}	N _{design}	N _{max}																						
2	< 3.0	6	50	75																						
3	3.0 to < 30.0	7	75	115																						
4	≥ 30.0	8	100	160																						
SUBSECTION: PART: REVISION:	403.03.09 Leveling and Wedging, and Scratch Course. A) Leveling and Wedging. Replace the first sentence of the first paragraph with the following: Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.																									
SUBSECTION: PART: REVISION:	403.03.09 Leveling and Wedging, and Scratch Course. B) Scratch Course. Replace the second sentence of the first paragraph with the following: Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.																									
SUBSECTION: REVISION:	407.01 DESCRIPTION. Replace the first sentence of the paragraph with the following: Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.																									
SUBSECTION: REVISION:	409.01 DESCRIPTION. Replace the first sentence of the paragraph with the following: Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.																									
SUBSECTION: REVISION:	410.01 DESCRIPTION. Delete the second sentence of the paragraph.																									

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	410.03.01 Corrective Work. Replace the last sentence of the paragraph with the following: Provide a final surface comparable to the adjacent pavement that does not require corrective work in respect to texture, appearance, and skid resistance.														
SUBSECTION: PART: NUMBER: REVISION:	410.03.02 Ride Quality. B) Requirements. 1) Category A. Replace the last sentence of the first paragraph with the following: At the Department’s discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.														
SUBSECTION: PART: NUMBER: REVISION:	410.03.02 Ride Quality. B) Requirements. 2) Category B. Replace the second and third sentence of the first paragraph with the following: When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and replace the pavement to achieve the specified IRI. At the Department’s discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.														
SUBSECTION: REVISION:	410.05 PAYMENT. Add the following sentence to the end of the first paragraph: The sum of the pay value adjustments for ride quality shall not exceed \$0 for the project as a whole.														
SUBSECTION: REVISION:	413.05.02 CL3 SMA BASE 1.00D PG76-22. Insert the following sentence between the first and second sentence of the first paragraph: The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.														
SUBSECTION: TABLE: REVISION:	413.05.02 CL3 SMA BASE 1.00D PG 76-22. JOINT DENSITY TABLE Replace the joint density table with the following: <table><tr><th colspan="2">LANE DENSITY</th></tr><tr><th>Pay Value</th><th>Test Result (%)</th></tr><tr><td>1.05</td><td>95.0-96.5</td></tr><tr><td>1.00</td><td>93.0-94.9</td></tr><tr><td>0.95</td><td>92.0-92.9 or 96.6-97.0</td></tr><tr><td>0.90</td><td>91.0-91.9 or 97.1-97.5</td></tr><tr><td>(1)</td><td>< 91.0 or > 97.5</td></tr></table>	LANE DENSITY		Pay Value	Test Result (%)	1.05	95.0-96.5	1.00	93.0-94.9	0.95	92.0-92.9 or 96.6-97.0	0.90	91.0-91.9 or 97.1-97.5	(1)	< 91.0 or > 97.5
LANE DENSITY															
Pay Value	Test Result (%)														
1.05	95.0-96.5														
1.00	93.0-94.9														
0.95	92.0-92.9 or 96.6-97.0														
0.90	91.0-91.9 or 97.1-97.5														
(1)	< 91.0 or > 97.5														
SUBSECTION: REVISION:	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. Insert the following sentence between the first and second sentence of the first paragraph: The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.														

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: TABLE: REVISION:	413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22. JOINT DENSITY TABLE Replace the joint density table with the following: <table><tr><th colspan="3">DENSITY</th></tr><tr><th>Pay Value</th><th>Lane Density Test Result (%)</th><th>Joint Density Test Result (%)</th></tr><tr><td>1.05</td><td>95.0-96.5</td><td>92.0-96.0</td></tr><tr><td>1.00</td><td>93.0-94.9</td><td>90.0-91.9</td></tr><tr><td>0.95</td><td>92.0-92.9 or 96.6-97.0</td><td>89.0-89.9 or 96.1-96.5</td></tr><tr><td>0.90</td><td>91.0-91.9 or 97.1-97.5</td><td>88.0-88.9 or 96.6-97.0</td></tr><tr><td>0.75</td><td>----</td><td>< 88.0 or > 97.0</td></tr><tr><td>(1)</td><td>< 91.0 or > 97.5</td><td>----</td></tr></table>	DENSITY			Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)	1.05	95.0-96.5	92.0-96.0	1.00	93.0-94.9	90.0-91.9	0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5	0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0	0.75	----	< 88.0 or > 97.0	(1)	< 91.0 or > 97.5	----
DENSITY																									
Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)																							
1.05	95.0-96.5	92.0-96.0																							
1.00	93.0-94.9	90.0-91.9																							
0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5																							
0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0																							
0.75	----	< 88.0 or > 97.0																							
(1)	< 91.0 or > 97.5	----																							
SUBSECTION: REVISION:	501.05.02 Ride Quality. Add the following sentence to the end of the first paragraph: The sum of the pay value adjustments for the ride quality shall not exceed \$0 for the project as a whole.																								
SUBSECTION: REVISION:	505.03.04 Detectable Warnings. Replace the first sentence with the following: Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.																								
SUBSECTION: REVISION:	505.04.04 Detectable Warnings. Replace the paragraph with the following: The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.																								
SUBSECTION: REVISION:	505.05 PAYMENT. Add the following to the bid item table: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>23158ES505</td><td>Detectable Warnings</td><td>Square Foot</td></tr></table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	23158ES505	Detectable Warnings	Square Foot																		
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>																							
23158ES505	Detectable Warnings	Square Foot																							
SUBSECTION: REVISION:	509.01 DESCRIPTION. Replace the second paragraph with the following: The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)																								

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	601.03.02 Concrete Producer Responsibilities. Replace the first sentence with the following: Obtain the concrete from producers that are in compliance with KM 64-323 and on the Department’s List of Approved Materials. Add the following to the first paragraph: If a concrete plant becomes unqualified during a project and there are no other qualified plants in the region, the Department will provide qualified personnel to witness and ensure the producer follows the required specifications. The Department will assess the Contractor a \$100 per hour charge for this service.
SUBSECTION: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. B) Certified Personnel. Replace the second sentence with the following: Ensure that the concrete technicians are certified as ACI Level I (Level I) and KRMCA Level II (Level II).
SUBSECTION: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. C) Quality Control. Replace the second sentence with the following: Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content, unit weight, temperature, and aggregate tests, all to provide conforming concrete to the project.
SUBSECTION: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. D) Producer Testing. Replace with the following: When producing for state work, have a Qualified Concrete Aggregate Technician or KYTC Qualified Aggregate Technician perform, at a minimum, weekly gradations and minus 200 wash tests and daily moisture contents of coarse and fine aggregate (Fine aggregates will not require a minus 200 wash test). Using the daily moisture contents, adjust the approved mix design accordingly prior to production. Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content, unit weight, temperature, and aggregate tests, all to provide conforming concrete to the project.
SUBSECTION: PART: REVISION:	601.03.02 Concrete Producer Responsibilities. E) Trip Tickets. Replace the second sentence with the following: Include on the trip ticket the Sample ID for the approved mix design and a statement certifying that the data on the ticket is correct and that the mixture conforms to the mix design.
SUBSECTION: PART: NUMBER: REVISION:	601.03.03 Proportioning and Requirements. C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Mineral Admixtures. Replace the second sentence with the following: Reduction of the total cement content by a combination of mineral admixtures will be allowed, up to a maximum of 40 percent.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: PART: NUMBER: LETTER: REVISION:	601.03.03 Proportioning and Requirements. C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Mineral Admixtures. a) Fly Ash. Delete the last sentence of the third paragraph.
SUBSECTION: PART: NUMBER: LETTER: REVISION:	601.03.03 Proportioning and Requirements. C) Mixtures Using Type IP, IS, and I(SM) Cement or Mineral Admixtures 2) Mineral Admixtures. b) Ground Granulated Blast Furnace Slag (GGBF Slag). Delete the second sentence of the third paragraph.
SUBSECTION: PART: REVISION:	601.03.03 Proportioning and Requirements. E) Measuring. Add the following sentence: Conform to the individual ingredient material batching tolerances in Appendix A.
SUBSECTION: PART: REVISION:	601.03.09 Placing Concrete. A) General. Replace the last sentence of the fourth paragraph with the following: Do not use aluminum or aluminum alloy troughs, pipes, or chutes that have surface damage or for lengths greater than 20 feet. Replace the second sentence of the fifth paragraph with the following: When pumping, equip the delivery pipe with a nozzle, having a minimum of 2 right angles, at the discharge end. Alternate nozzles or restriction devices may be allowed with prior approval by the Engineer.
SUBSECTION: REVISION:	605.02.05 Forms. Delete the last sentence.
SUBSECTION: REVISION:	605.03.04 Tack Welding. Replace with the following: The Department does not allow tack welding.
SUBSECTION: REVISION:	606.02.11 Coarse Aggregate. Replace with the following: Conform to Section 805, size No. 8 or 9-M.
SUBSECTION: PART: REVISION:	609.03.04 Expansion and Fixed Joints. D) Preformed Neoprene Joint Seals. Replace the last sentence of paragraph seven with the following: Field splices will not be allowed during partial width construction. It is Contractor's responsibility to determine and install the length of seal required for the joint to barrier wall as per the standard drawing.
SUBSECTION: REVISION:	609.03.09 Finish with Burlap Drag. Delete the entire section.
SUBSECTION: REVISION:	609.04.06 Joint Sealing. Replace Subsection 601.04 with the following: Subsection 606.04.08.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	609.05 Payment. Replace the Pay Unit for Joint Sealing with the following: See Subsection 606.05.
SUBSECTION: REVISION:	701.03.06 Initial Backfill. Replace the first sentence of the last paragraph with the following: When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.
SUBSECTION: REVISION:	701.03.08 Testing of Pipe. Replace and rename the subsection with the following: 701.03.08 Inspection of Pipe. The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project. Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible. Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114. Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, “Buried Structures and Tunnel Liners,” of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing. The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections.
SUBSECTION: REVISION:	701.04.07 Testing. Replace and rename the subsection with the following: 701.04.07 Pipeline Video Inspection. The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	701.05 PAYMENT. Add the following pay item to the list of pay items: <table><tr><td>Code</td><td>Pay Item</td><td>Pay Unit</td></tr><tr><td>23131ER701</td><td>Pipeline Video Inspection</td><td>Linear Foot</td></tr></table>	Code	Pay Item	Pay Unit	23131ER701	Pipeline Video Inspection	Linear Foot						
Code	Pay Item	Pay Unit											
23131ER701	Pipeline Video Inspection	Linear Foot											
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY CAMERA TESTING Replace this table with the following table and note: <table><tr><th colspan="2">PIPE DEFLECTION</th></tr><tr><th>Amount of Deflection (%)</th><th>Payment</th></tr><tr><td>0.0 to 5.0</td><td>100% of the Unit Bid Price</td></tr><tr><td>5.1 to 9.9</td><td>50% of the Unit Bid Price ⁽¹⁾</td></tr><tr><td>10 or greater</td><td>Remove and Replace</td></tr></table> (1) Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.	PIPE DEFLECTION		Amount of Deflection (%)	Payment	0.0 to 5.0	100% of the Unit Bid Price	5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾	10 or greater	Remove and Replace		
PIPE DEFLECTION													
Amount of Deflection (%)	Payment												
0.0 to 5.0	100% of the Unit Bid Price												
5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾												
10 or greater	Remove and Replace												
SUBSECTION: TABLE: REVISION:	701.05 PAYMENT PIPE DEFLECTION DETERMINED BY MANDREL TESTING Delete this table.												
SUBSECTION: REVISION:	713.02.01 Paint. Replace with the following: Conform to Section 842 and Section 846.												
SUBSECTION: REVISION:	713.03 CONSTRUCTION. Replace the first sentence of the second paragraph with the following: On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.												
SUBSECTION: REVISION:	713.03.03 Paint Application. Replace the second paragraph with the following table: <table><tr><th>Material</th><th>Paint Application Rate</th><th>Glass Beads Application Rate</th></tr><tr><td>4 inch waterborne paint</td><td>Min. of 16.5 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr><tr><td>6 inch waterborne paint</td><td>Min. of 24.8 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr><tr><td>6 inch durable waterborne paint</td><td>Min. of 36 gallons/mile</td><td>Min. of 6 pounds/gallon</td></tr></table>	Material	Paint Application Rate	Glass Beads Application Rate	4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon	6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon	6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon
Material	Paint Application Rate	Glass Beads Application Rate											
4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon											
6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon											
6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon											
SUBSECTION: REVISION:	713.03.04 Marking Removal. Replace the last sentence of the paragraph with the following: Vacuum all marking material and removal debris concurrently with the marking removal operation.												
SUBSECTION: REVISION:	713.05 PAYMENT. Insert the following codes and pay items below the Pavement Striping – Permanent Paint: <table><tr><td>Code</td><td>Pay Item</td><td>Pay Unit</td></tr><tr><td>23159EN</td><td>Durable Waterborne Marking – 6 IN W</td><td>Linear Foot</td></tr><tr><td>23160EN</td><td>Durable Waterborne Marking – 6 IN Y</td><td>Linear Foot</td></tr></table>	Code	Pay Item	Pay Unit	23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot	23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot			
Code	Pay Item	Pay Unit											
23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot											
23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot											

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	714.03 CONSTRUCTION. Insert the following paragraph at the end of the third paragraph: Use Type I Tape for markings on bridge decks, JPC pavement and JPC intersections. Thermoplastic should only be used for markings on asphalt pavement.
SUBSECTION: REVISION:	714.03.07 Marking Removal. Replace the third sentence of the paragraph with the following: Vacuum all marking material and removal debris concurrently with the marking removal operation.
SUBSECTION: REVISION:	716.01 DESCRIPTION. Insert the following after the first sentence: Energize lighting as soon as it is fully functional and ready for inspection. Ensure that lighting remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.
SUBSECTION: REVISION:	716.02.01 Roadway Lighting Materials. Replace the last two sentences of the paragraph with the following: Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data to the Division of Traffic Operations. Do not begin work until shop drawings are approved. Notify the Engineer when submitting any information to the Division of Traffic Operations. Do not make substitutions for approved materials without written permission as described above.
SECTION: REVISION:	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following: INTERSECTION MARKINGS.
SUBSECTION: REVISION:	717.01 DESCRIPTION: Replace the paragraph with the following: Furnish and install thermoplastic or Type I tape intersection markings (Stop Bars, Crosswalks, Turn Arrows, etc.) Thermoplastic markings may be installed by either a machine applied, screed extrusion process or by applying preformed thermoplastic intersection marking material.
SUBSECTION: REVISION:	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection: 717.02.06 Type I Tape. Conform to Section 836.
SUBSECTION: REVISION:	717.03.03 Application. Insert the following part to the subsection: B) Type I Tape Intersection Markings. Apply according to the manufacturer’s recommendations. Cut all tape at pavement joints when applied to concrete surfaces.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: PART: REVISION:	717.03.05 Proving Period. A) Requirements. Insert the following to this section: 2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.																																							
SUBSECTION: REVISION:	717.03.06 Marking Removal. Replace the third sentence of the paragraph with the following: Vacuum all marking material and removal debris concurrently with the marking removal operation.																																							
SUBSECTION: REVISION:	717.05 PAYMENT. Insert the following bid item codes: <table><tr><td><u>Code</u></td><td><u>Pay Unit</u></td><td><u>Pay Item</u></td></tr><tr><td>06563</td><td>Pave Marking – R/R X Bucks 16 IN</td><td>Linear Foot</td></tr><tr><td>20782NS714</td><td>Pave Marking Thermo – Bike</td><td>Each</td></tr><tr><td>23251ES717, 23264ES717</td><td>Pave Mark TY I Tape X-Walk, Size</td><td>Linear Foot</td></tr><tr><td>23252ES717, 23265ES717</td><td>Pave Mark TY I Tape Stop Bar, Size</td><td>Linear Foot</td></tr><tr><td>23253ES717</td><td>Pave Mark TY I Tape Cross Hatch</td><td>Square Foot</td></tr><tr><td>23254ES717</td><td>Pave Mark TY I Tape Dotted Lane Extension</td><td>Linear Foot</td></tr><tr><td>23255ES717</td><td>Pave Mark TY I Tape Arrow, Type</td><td>Each</td></tr><tr><td>23268ES717-23270ES717</td><td></td><td></td></tr><tr><td>23256ES717</td><td>Pave Mark TY I Tape- ONLY</td><td>Each</td></tr><tr><td>23257ES717</td><td>Pave Mark TY I Tape- SCHOOL</td><td>Each</td></tr><tr><td>23266ES717</td><td>Pave Mark TY 1 Tape R/R X Bucks-16 IN</td><td>Linear Foot</td></tr><tr><td>23267ES717</td><td>Pave Mark TY 1 Tape-Bike</td><td>Each</td></tr></table>	<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>	06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot	20782NS714	Pave Marking Thermo – Bike	Each	23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot	23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot	23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot	23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot	23255ES717	Pave Mark TY I Tape Arrow, Type	Each	23268ES717-23270ES717			23256ES717	Pave Mark TY I Tape- ONLY	Each	23257ES717	Pave Mark TY I Tape- SCHOOL	Each	23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot	23267ES717	Pave Mark TY 1 Tape-Bike	Each
<u>Code</u>	<u>Pay Unit</u>	<u>Pay Item</u>																																						
06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot																																						
20782NS714	Pave Marking Thermo – Bike	Each																																						
23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot																																						
23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot																																						
23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot																																						
23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot																																						
23255ES717	Pave Mark TY I Tape Arrow, Type	Each																																						
23268ES717-23270ES717																																								
23256ES717	Pave Mark TY I Tape- ONLY	Each																																						
23257ES717	Pave Mark TY I Tape- SCHOOL	Each																																						
23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot																																						
23267ES717	Pave Mark TY 1 Tape-Bike	Each																																						
SUBSECTION: REVISION:	725.02.02 Type VI Class C & CT. Replace bullet 2) with the following: 2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM -beam connectors after fabrication according to ASTM A 123.																																							
SUBSECTION: REVISION:	725.02.04 Type VII Class C. Replace bullet 2) with the following: 2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM-beam connectors after fabrication according to ASTM A 123.																																							
SUBSECTION: REVISION:	801.01 REQUIREMENTS. Delete the fourth sentence of the first paragraph and add the following to the second paragraph. When supplying cement with a SO ₃ content above the value in table I of ASTM C 150, include supportive ASTM C 1038 14-day expansion test data for the supplied SO ₃ content on the certification.																																							

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	805.01 GENERAL. Replace the second paragraph with the following: The Department’s List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, and the Concrete Restriction List.
SUBSECTION: REVISION:	805.04 CONCRETE. Replace the “AASHTO T 160” reference in first sentence of the third paragraph with “KM 64-629”
SUBSECTION: TABLE: PART: REVISION:	805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE. AGGREGATE SIZE USE Cement Concrete Structures and Incidental Construction Replace “9-M for Waterproofing Overlays” with “8 or 9-M for Waterproofing Overlays”

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)**

SUBSECTION: 805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.
REVISION: Replace the "SIZES OF COARSE AGGREGATES" table in with the following:

SIZES OF COARSE AGGREGATES																
		AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT														
	Sieve															
Aggregate Size	Nominal ⁽¹⁾ Maximum Aggregate Size	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100
1	3 1/2 inch	100	90-100		25-60		0-15		0-5							
2	2 1/2 inch			100	90-100	35-70	0-15		0-5							
23	2 inch			100		40-90		0-15		0-5						
3	2 inch				100	90-100	35-70	0-15		0-5						
357	2 inch				100	95-100		35-70		10-30		0-5				
4	1 1/2 inch					100	90-100	20-55	0-15		0-5					
467	1 1/2 inch					100	95-100		35-70		10-30	0-5				
5	1 inch						100	90-100	20-55	0-10	0-5					
57	1 inch						100	95-100		25-60		0-10	0-5			
610	1 inch						100	85-100		40-75		15-40				
67	3/4 inch							100	90-100		20-55	0-10	0-5			
68	3/4 inch							100	90-100		30-65	5-25	0-10	0-5		
710	3/4 inch							100	80-100		30-75	0-30				
78	1/2 inch								100	90-100	40-75	5-25	0-10	0-5		
8	3/8 inch									100	85-100	10-30	0-10	0-5		
9-M	3/8 inch									100	75-100	0-25	0-5			
10 ⁽²⁾	No. 4										100	85-100			10-30	
11 ⁽²⁾	No. 4										100	40-90	10-40		0-5	
DENSE GRADED AGGREGATE ⁽²⁾	3/4 inch							100	70-100		50-80	30-65			10-40	4-13
CRUSHED STONE BASE: ⁽²⁾	1 1/2 inch				100		90-100		60-95		30-70	15-55			5-20	0-8

⁽¹⁾ Gradation performed by wet sieve KM 64-620 or AASHTO T 11/T 27.
⁽²⁾ Sizes shown for convenience and are not to be considered as coarse aggregates.
⁽³⁾ Nominal Maximum Size is the largest sieve on the gradation table for an aggregate size on which any material may be retained.
Note: The Department will allow blending of same source/same type aggregate when precise procedures are used such as cold feed, belt, or equivalent and combining of sizes or types of aggregate using the weigh hopper at concrete plants or controlled feed belts at the pugmill to obtain designated sizes.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the March 18, 2011 Letting)

SUBSECTION: REVISION:	805.16 SAMPLING AND TESTING. Replace the “AASHTO T 160” method with the “KM 64-629” method for the Concrete Beam Expansion Test. Replace the “ASTM D 3042” method with the “KM 64-625” method for Insoluble Residue.					
SUBSECTION: REVISION:	810.04.01 Coating Requirements. Replace the “Subsection 806.07” references with “Subsection 806.06”					
SUBSECTION: PART: REVISION:	810.06.01 Polyvinyl Chloride (PVC) Pipe. B) Culvert and Entrance Pipe. Replace the title with the following: B) Culvert Pipe, Storm Sewer, and Entrance Pipe.					
SUBSECTION: REVISION:	823.02 LIQUID MEMBRANE FORMING COMPOUNDS. Add the following: Effective July 1, 2011, to remain on or be added to the Department’s approved list, products must have completed testing or been submitted for testing through the National Transportation Product Evaluation Program (NTPEP) for Concrete Curing Compounds.					
SUBSECTION: REVISION:	837.03 APPROVAL. Replace the last sentence with the following: The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.					
SUBSECTION: REVISION:	837.03.01 Composition. COMPOSITION Table: Replace <table><tr><td>Lead Chromate</td><td>0.0 max.</td><td>4.0 min.</td></tr></table> with <table><tr><td>Heavy Metals Content</td><td>Comply with 40 CFR 261</td></tr></table>	Lead Chromate	0.0 max.	4.0 min.	Heavy Metals Content	Comply with 40 CFR 261
Lead Chromate	0.0 max.	4.0 min.				
Heavy Metals Content	Comply with 40 CFR 261					
SUBSECTION: TABLE: REVISION:	842.02 APPROVAL. PAINT COMPOSITION Revise the following in the table: Replace the 2.0ΔE* values in the table with 4.0ΔE* for both Yellow and White Paint on both the Daytime and Nighttime Color Spectrophotometer.					
SECTION: REVISION:	DIVISION 800 MATERIAL DETAILS Add the following section in Division 800 SECTION 846 – DURABLE WATERBORNE PAINT 846.01 DESCRIPTION. This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces. 846.02 Approval. Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping					

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the March 18, 2011 Letting)

operations. The initial sample may be sent from the manufacture of the paint. The Department will randomly sample and evaluate the paint each week that the striping operations are in progress.

The non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.

PAINT COMPOSITION		
Property and Test Method	Yellow	White
Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 45° illumination and 0° viewing with a 2° observer	L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 4.0ΔE*	L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 4.0ΔE*
Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45° illumination and 0° viewing with a 2° observer	L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 4.0ΔE*	L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 4.0ΔE*
Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261
Titanium Dioxide ASTM D 4764	NA	10% by weight of pigment min.
VOC ASTM D 2369 and D 4017	1.25 lb/gal max.	1.25 l/gal max.
Contrast Ratio (at 15 mils wft)	0.97	0.99

846.02.01 Manufacturers Certification. Provide a certification of analysis for each lot of traffic paint produced stating conformance to the requirements of this section. Report the formulation identification, traffic paint trade name, color, date of manufacturer, total quantity of lot produced, actual quantity of traffic paint represented, sampling method utilized to obtain the samples, and data for each sample tested to represent each lot produced.

846.03 ACCEPTANCE PROCEDURES FOR NON-SPECIFICATION DURABLE WATERBORNE PAVEMENT STRIPING PAINT. When non-specification paint is inadvertently incorporated into the work the Department will accept the material with a reduction in pay. The percentage deduction is cumulative based on its compositional properties, but will not exceed 60 percent. The Department will calculate the payment reduction on the unit bid price for the routes where the non-specification paint was used.

DURABLE WATERBORNE PAVEMENT STRIPING PAINT REDUCTION SCHEDULE						
Non-conforming Property	Resin	Color	Contrast	TiO ₂	VOC	Heavy Metals Content
Reduction Rate	60%	10%	10%	10%	60%	60%

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the March 18, 2011 Letting)

APPENDIX A: PART: REVISION:	TABLUTION OF CONSTRUCTION TOLERANCES. 601.03.03 Replace with the following: Concrete accuracy of individual ingredient material for each batch. ± 2.0% for aggregates ± 1.0% for water ± 1.0% for cement in batches of 4 cubic yards or greater ± 1.0% for total cementitious materials in batches of 4 cubic yards or greater 0.0% to + 4.0% for cement in batches less than 4 cubic yards 0.0% to + 4.0% for total cementitious materials in batches less than 4 cubic yards ± 3.0% for admixtures
APPENDIX A: PART: REVISION:	TABLUTION OF CONSTRUCTION TOLERANCES. 601.03.03 C) 2) Delete

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS
RELATING TO
NONDISCRIMINATION OF EMPLOYEES
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY100211 03/25/2011 KY211

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	10/22/2010
1	11/05/2010
2	12/03/2010
3	12/17/2010
4	12/31/2010
5	01/28/2011
6	03/25/2011

BRIN0004-003 04/01/2010

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 27.47	12.53

BRKY0001-005 06/01/2009		

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

* BRKY0002-006 11/01/2010		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.44	10.01

BRKY0007-004 06/01/2009		

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.82	15.30

BRKY0017-004 06/01/2009		

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

CARP0064-001 07/01/2010		

	Rates	Fringes
CARPENTER.....	\$ 25.45	12.21
Diver.....	\$ 37.64	10.23
PILEDRIVERMAN.....	\$ 25.09	10.23

ELEC0212-008 05/31/2010		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	14.34

ELEC0212-014 01/01/2006		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 20.45	6.95

ELEC0317-012 06/01/2010		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 31.87	19.58

ELEC0369-007 05/26/2010		

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.27	13.08

ELEC0575-002 12/01/2009		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.79	11.88

ENGI0181-018 07/01/2010		

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 25.35	13.00
GROUP 2.....	\$ 22.93	13.00
GROUP 3.....	\$ 23.31	13.00
GROUP 4.....	\$ 22.67	13.00

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batch Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman;

Throttle Valve Person; Tractair & Road Widening Trencher;
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment,
including Articulating Dump Trucks; Greaser on Grease
Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine;
Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout
Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler;
Paving Joint Machine; Power Form Handling Equipment; Pump;
Roller (Earth); Steerman; Tamping Machine; Tractor (Under
50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where
the length of the boom in combination with the length of
the piling leads equals or exceeds 150 ft. - \$1.00 over
Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID
10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2009

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford,
Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.55	16.72
Structural.....	\$ 26.17	16.72

IRON0070-006 06/01/2010

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,

GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,
MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity,
Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,
North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton,
Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville,
Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz,
Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great
Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 24.99	17.98

IRON0372-006 06/01/2010		

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, Excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers
Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING Beyond 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.55	17.10
Up to & including 30-mile radius of Hamilton County, Ohio Courthouse.....	\$ 26.30	17.10

IRON0769-007 06/01/2010		

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
CLARK (Eastern third, including townships of Bloomingdale,
Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
FLEMING (Townships of Beechburg, Colfax, Elizaville,
Flemingsburg, Flemingsburg Junction, Foxport, Grange City,
Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,
Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Eastern third, including Townships of Helena, Marshall,
Orangeburg, Plumville & Springdale);
NICHOLAS (Eastern eighth, including the Township of Moorefield
Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 29.59	17.77
ZONE 2.....	\$ 29.99	17.77
ZONE 3.....	\$ 31.59	17.77

ZONE 1 - Up to 10 mi. radius of union hall, Ashland, Ky.,
1643 Greenup Avenue
ZONE 2 - 10 to 50 mi. radius of union hall;
ZONE 3 - 50 mi. radius and beyond

* LAB00189-003 07/01/2010

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON,
JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.61	10.35
GROUP 2.....	\$ 20.86	10.35
GROUP 3.....	\$ 20.91	10.35
GROUP 4.....	\$ 21.51	10.35

LABORERS CLASSIFICATIONS

- GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup
- GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;

Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

* LAB00189-008 07/01/2010

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.91	10.05
GROUP 2.....	\$ 21.16	10.05
GROUP 3.....	\$ 21.21	10.05
GROUP 4.....	\$ 21.81	10.05

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven

Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

* LAB00189-009 07/01/2010

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.16	9.80
GROUP 2.....	\$ 21.41	9.80
GROUP 3.....	\$ 21.46	9.80
GROUP 4.....	\$ 22.06	9.80

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free

Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

PAIN0012-017 06/01/2010

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.27	8.10
Brush & Roller.....	\$ 22.85	8.10
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 23.85	8.10
Sandblasting & Water Blasting.....	\$ 23.60	8.10
Spray.....	\$ 23.35	8.10

PAIN0118-004 05/01/2010

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power		

Tools, Waterblast & Steam Cleaning.....	\$ 19.50	10.30

PAIN1072-003 12/01/2010		

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 29.03	11.90
Power Generating Facilities..	\$ 25.79	11.90

PLUM0248-003 06/01/2010		

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 31.37	15.23

PLUM0392-007 06/01/2008		

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.39	14.30

PLUM0502-003 08/01/2010		

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 30.50	15.13

SUKY2010-160 10/08/2001		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

--

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and
3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to the Kentucky Determination No. CR-10-III- HWY dated July 12, 2010.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Ryan Griffith, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

Evelyn Teague, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Jefferson County.

CONTRACT ID: 111313
COUNTY: JEFFERSON
PROPOSAL: HPP 0163 (032)

PAGE: 1
LETTING: 04/22/11
CALL NO: 101

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 PARK LANDS					
0010	10200NC	COST PLUS TIME (UNIT = NUMBER OF DAYS)	1,000.000 DAY		
0020	24101EC	BASE BID	(1.00) LS		
SECTION 0002 MOBILIZATION / DEMOBILIZATION					
0030	02569	DEMOBILIZATION (MUST BID 3%)	LUMP		
		TOTAL BID			